

City of Bloomington Common Council

Legislative Packet

Containing legislation and materials related to:

Wednesday, 02 December 2020

Regular Session

6:30 PM

**Please see the notes on the [Agenda](#) about addressing public meetings during the public health emergency.*

For a schedule of upcoming meetings of the Council and the City's boards and commissions, please consult the City's [Calendar](#).

**NOTICE AND AGENDA
THE BLOOMINGTON COMMON COUNCIL**

**REGULAR SESSION
WEDNESDAY, 02 DECEMBER 2020 AT 6:30 PM**

Per Executive Orders issued by the Governor, this meeting will be conducted electronically. The public may access the meeting at the following link:

<https://bloomington.zoom.us/j/99225702698?pwd=dEtPOUdoL1g3SndYVzh5NmJaSFhwdz09>

I. ROLL CALL

II. AGENDA SUMMATION

- III. APPROVAL OF MINUTES**
- 07 July 2010 (Special Session)
 - 15 September 2010 (Special Session)
 - 22 September 2010 (Regular Session)
 - 06 October 2010 (Regular Session)
 - 20 October 2010 (Regular Session)
 - 03 November 2010 (Regular Session)
 - 01 December 2010 (Regular Session)

IV. REPORTS *(A maximum of twenty minutes is set aside for each part of this section.)*

- 1. Councilmembers**
- 2. The Mayor and City Offices**
- 3. Council Committees**
- 4. Public***

V. APPOINTMENTS TO BOARDS AND COMMISSIONS

VI. LEGISLATION FOR SECOND READING

1. Appropriation Ordinance 20-07 – To Specially Appropriate from the General Fund, Enhanced Access Fund, Solid Waste Fund, Risk Management Fund, and the Rental Inspection Program Fund Expenditures Not Otherwise Appropriated (Appropriating Various Transfers of Funds within the Public Safety, Telecommunication Fund, Alternative Transportation Fund, Parking Meter Fund, Cumulative Capital Development Fund, Fleet Maintenance Fund, Police Pension Fund, and Appropriating Additional Funds from the General Fund, Rental Inspection Fund, Solid Waste Fund, and the Risk Management Fund)

Committee of the Whole Recommendation (12 Nov 2020): Do Pass: 8-0-0

VII. LEGISLATION FOR FIRST READING

1. Ordinance 20-28 - To Amend the City of Bloomington Zoning Maps by Rezoning 7.22 Acres of Property from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS) - Re: 301 E. Brownstone Drive (The Standard at Bloomington, LLC, Petitioner)
2. Ordinance 20-30 -To Establish the Citizens' Redistricting Advisory Commission (To Establish an Independent Redistricting Commission)
3. Ordinance 20-32 - An Ordinance to Amend Ordinance 20-22, Which Fixed the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2021

VIII. ADDITIONAL PUBLIC COMMENT*

(A maximum of twenty-five minutes is set aside for this section.)

IX. COUNCIL SCHEDULE

- Annual Council Legislative Schedule

X. ADJOURNMENT

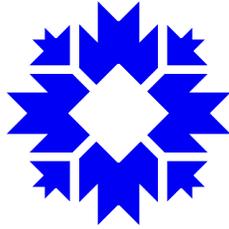
** Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.*

Statement on public meetings during public health emergency:

As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- allowing members of the Council or its committees to participate in meetings electronically;*
- posting notices and agendas for meetings solely by electronic means;*
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- encouraging the public to watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to council@bloomington.in.gov).*

Please check <https://bloomington.in.gov/council> for the most up-to-date information about how the public can access Council meetings during the public health emergency.



**City of Bloomington
Office of the Common Council**

NOTICE

Wednesday, 02 December 2020
Regular Session
at 6:30 pm

Per [Executive Orders](#) issued by the Governor, this meeting will be conducted electronically.

The public may access the meeting at the following link:

<https://bloomington.zoom.us/j/99225702698?pwd=dEtPOUdoL1g3SndYVzh5NmJaSFhwdz09>

STATEMENT ON PUBLIC MEETINGS DURING THE PUBLIC HEALTH EMERGENCY

As a result of Executive Orders issued by Indiana Governor Eric Holcomb, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- *allowing members of the Council or its committees to participate in meetings electronically;*
- *posting notices and agendas for meetings solely by electronic means;*
- *using electronic meeting platforms to allow for remote public attendance and participation (when possible);*
- *encouraging the public to watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to council@bloomington.in.gov).*

Please check <https://bloomington.in.gov/council> for the most up-to-date information

As a quorum of the Council or its committees may be present, this gathering constitutes a meeting under the Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the July 7, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the July 7, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, July 7, 2010 at 7:30 pm with Council President Isabel Piedmont-Smith presiding over a Special Session of the Common Council.

COMMON COUNCIL
SPECIAL SESSION
July 7, 2010

Roll Call: Mayer, Piedmont-Smith, Rollo, Ruff, Sandberg, Satterfield, Sturbaum, Volan, Wisler

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation

AGENDA SUMMATION

The minutes of June 30, 2010 were approved by a voice vote.

APPROVAL OF MINUTES

Steve Volan introduced the reports by saying that the discussion of a Materials Recovery Facility (MRF) had been going on for at least eighteen months, and said that there were many questions to be considered.

REPORTS

- Monroe County Solid Waste Management District (District) Update
- District Strategic Planning Report (April, 2010) – Prepared by Strategic Development Group, Inc.
- District Materials Recovery Facility Cost Assessment (June, 2010) – Prepared by Strategic Development Group, Inc.

Larry Barker, Monroe County Solid Waste Management District (MSCWMD) Director, presented changes in the district in the last 18 months.

He said the hours of operations have expanded to make recycling more convenient to the public. He added that more types of plastics are recycled, that electronics are being accepted at the district for a maximum of one dollar, and that bulky item days have been moved to the fairgrounds and maintenance garage to increase usage. Barker noted that the Citizen's Advisory Committee had increased to eleven members, and that Educational outreach has increased with more educational presentations, cable TV infomercials and tours of the facility.

Barker noted that the business plan had been written for a Materials Recovery Facility and that the Strategic Development Group had completed an in-depth study of feasibility that showed that the community could support the Facility.

Mayer asked Barker for an overview of the administration of the MCSWMD. Barker said the District was chartered by the State with the mission to reduce waste stream. He said revenue came from the tax base, tipping fees, and sale of recyclables.

Rollo asked about compostable material capture and if it was actually half of the present waste stream. Barker said he thought it might be in the restaurant sector, but in general the portion of compostable materials was about 20%. He added that the MRF would allow the recyclables at a higher dollar value to support composting, apartment recycling, and collecting other materials that should not go into the waste stream. He said that asphalt shingles, mattresses and corporate recycling could be a future emphasis.

Piedmont-Smith asked about tipping fees. Barker noted that the trash collects \$2.71 for each ton of trash according to an agreement with Hoosier Disposal that dated from the time the landfill closed.

Satterfield asked about illnesses caused by dust from heavy metals in recycling electronics, and asked if it was a possibility in the MRF. Barker said the MRF was dedicated to fiber, plastic, aluminum, metal and glass and that it would not be taking apart or crushing any electronic device.

Rollo asked about the Hoosier Disposal contract's fee structure. Barker said the contract signed in 2004 was based on the Midwest CPI and that the gate fee couldn't be raised more than 12% in any three year period.

He said that one increment in 2007 met that cap, but there had been no other changes since then. Rollo asked about the raise; Barker said that the CPI was higher then, and that fuel costs could have been part of the raise.

Sturbaum asked what would happen to the Hoosier Disposal contract if the MRF were built. Barker said that this would be a seamless transition on the part of the District, but that he couldn't comment on the City's contracts with the firm. Sturbaum asked about the volatility of pricing for recyclables to which Barker noted that the lowest prices were in December of 2008 but that prices were rebounding now.

Public comment brought Mike Hanna to the podium. He wondered if the District was collecting waste from grease and oil from restaurants to fuel vehicles locally.

David R Grubb said that he understood waste and the collection of such. He requested a list of council members and their hometowns before he was gavelled out of order and asked to be seated.

Brian O'Neil, Senior Project Manager at Strategic Development Group, discussed the study done for the District. O'Neill said that the most up to date figures from the City were not available at the time the report was completed, and were not reflected in the report as written, but would be updated in the electronic version. He said that the actual collection system for recyclables was not in the scope of this assessment, and that the starting point of the report was profitability of a MRF after all recyclables were amassed.

Patrick O'Neil, Project Associate at Strategic Development Group, noted that the report collected data on the university, city and District wide solid waste streams. He said that the analysis of the expenses in processing recyclables found transportation and tipping fees to be the major expenses. He added that the sale of recyclables didn't offset these fees, even though there was value in recycling.

In showing a slide of the three entities he noted that while Hoosier Disposal was handling most of the waste stream, the contracts and management of the three entities did not have similarity in rates or terms. He noted that higher volume of commodities and collaboration of entities involved would make the program more efficient and decrease the overall cost.

He reviewed the amount of recyclables produced by local entities, comparison of net recycling income of the above entities and other communities, the environmental value of recycling, and strategies for recycling infrastructure. He made different recommendations for recycling options.

Volan asked about private haulers.

O'Neil said private haulers very rarely took recycling.

Volan asked if the student housing only created 100 tons of recycling per year.

O'Neil stated yes it was very difficult to recycle.

Volan asked if they knew how much trash was generated per year.

O'Neil said there was no estimate of that.

Volan asked if he could bring up the chart addressing the commodities markets.

O'Neil said yes.

Volan asked if he believed the market had already recovered from the recession.

O'Neil said yes that was true.

Council Questions:

Volan asked if the figures had climbed more since 2008 and asked if the levels were back to where they were before the recession.

O'Neil said yes however a few were not back to 100%.

Volan asked if the chart did not represent the upward trends of the first half of the year since the report was prepared in April.

O'Neil said that was correct.

Volan asked if on the local market slide how he arrived to the 118,000.

O'Neil said he only had secondary data from Bloomington. He pursued primary data from the City but got no response. He thought he had enough data to prepare the numbers.

Volan asked if the City paid to have their fiber removed and no other recycling and that was why the figures were incorrect.

O'Neil said he could not say until he had the primary data such as budgets and contracts.

Volan asked about the no landfill clause and if the City had one now.

O'Neil said he was not aware since he had not obtained any contracts.

Rollo asked about the range on the volatility of prices and asked for O'Neil to bring the chart on market value up and asked what the period of time was over.

Piedmont-Smith asked if he could make the chart full screen.

O'Neil said yes. He said this was over a period of five years.

Rollo asked if there was an assumption that that kind of volatility brackets was what they could expect in the future.

O'Neil said the 2009 crash was one of a kind and it coincided with other market problems. He thought another crash was very unlikely.

Brian O'Neil said they could not predict the future but they do try to base their decisions on the information they had and what historically happened.

Rollo said the price would have to fall dramatically to not reclaim their investments. He also asked if it was correct that they only recovered a small portion of the 160 tons in Monroe County of recycling. He asked what percent of the recyclables were recoverable.

O'Neil said half would be very generous. He said a lot of recyclable material was thrown away. He thought it was a very real point that by not covering high density residential area in Bloomington, they are missing a huge part of the recyclable items.

Rollo said they were losing a lot of money on those recyclables.

Volan said he had been working figures since last year and said it was 30% was recycled.

Larry Barker, Waste Management Director, said it was around 37-38%. He said some of the waste was taken directly to other cities so it was hard to know how much recycling they were missing and there are other waste management companies. He said it was difficult to get a handle on the number.

Rollo asked what that percentage represents.

Barker said that was of the recycling stream they captured.

Rollo asked about the relative reduction of transportation and the ability to compact materials.

O'Neil said they would delay that to the second report where they had direct numbers.

Satterfield asked if the fate of this material was destined to leave this country and he said they were not using as much recyclable material as they thought.

O'Neil said it was accurate that Americans do not reuse their recyclables and it was sent to China since they do the manufacturing. He was not advising creating a program that could not sustain a crash. He said it was a very valid concern that we do not reuse our material but it did not pertain to our local policy. In the Midwest, recycling was reused

the most.

Satterfield did not believe that Bloomington could affect China's market. He wanted to increase Bloomington's recycling and could they handle it and would it drop the price further.

O'Neil said it would be difficult because they need to look at the future and see what else would affect the market.

Sturbaum wanted to know more about the collaboration with private entities.

O'Neil said the large entities would be like Indiana University and they could increase the material and profit share with the other entities. He said higher volume was better program.

Sturbaum asked if there were other businesses they should be collaborating with.

O'Neil said the city, district, and Indiana University. He said there were smaller players that would be worth working for.

Sturbaum asked if they had researched Vincennes and Seymour.

O'Neil said he would like to delay that question to the second presentation.

Piedmont-Smith asked why there was such a large increase in profit on glass recycling from 2009-2010.

O'Neil said he believed it was a change in contract.

Piedmont-Smith asked if they investigated previous attempts to establish a Material Recovery Facility (MRF).

O'Neil said when he worked with Martin County which has a successful program and he discovered a bailer there and it was an operating MRF. He said he believed the decisions with the equipment were not made well.

Brian O'Neil said they were not asked to research the previous attempts.

Volan said the first MRF was mid 1991-mid 1996 and the bailers came later. They were persuaded that it would be better to have the private industry take care of it. He said they bought bailers for garbage which was a bad idea. In the interim, they tried bailing garbage and it turned out to be a bad idea. The second MRF was in 2001 when the district was fiber only.

Piedmont-Smith asked why the second MRF was closed.

Volan said when the landfill caught fire, everything went out the window and the district was no longer viable. Within six months of the fire, the district had to close the landfill.

Piedmont-Smith asked what the cities contract with Hoosier was.

Susie Johnson, Director of Public Works, said they currently paid Hoosier Disposal \$39.76 per ton for co-mingle recycling and they do not collect fiber.

Piedmont-Smith asked what the hauling charge was.

Johnson said that was what they charge us.

Piedmont-Smith said that the City hauled it to them. She asked what the current contract with Hoosier Disposal was.

Johnson said it was through the end of 2012, but she was not sure of the month.

Grub commented on dumping and waste.

Public Comment:

Brian O'Neil and Patrick O'Neil gave the second portion of the presentation.

Wisler asked if the \$118,000 net loss number was inaccurate.

Council Questions:

Brian O'Neil asked if the new figure was \$40,000.

Volan said that was probably a question for Johnson, but he believed it was between \$40,000-\$50,000.

Patrick O'Neil said they were forewarned by the City that that

number was incorrect.

Volan said they were not paying anything for fiber so that was why the number was incorrect.

Wisler asked if that number included the co-mingle and the fiber.

Volan said yes, so \$45,000 was probably the correct number.

Wisler asked how Bloomington curbside was still losing less than what Monroe County was when they were already sorted.

Patrick O'Neil said he could not speak for the private companies.

Barker said the reasoning was the transportation and processing was included in Monroe County. He said the City of Bloomington was not charged for fiber at all.

Wisler asked if they were getting any financial benefit from having their material already sorted.

Barker said they netted \$29,000 or \$30,000 from the sale of recyclables in 2009. He said they lost a quarter of a million dollars in 2009 on recycling. He said the sorted recyclables gained much more dollars on the market. He said they were losing more money since the community was sorting the recyclables.

Scott Morgan, Operations Director with Solid Waste District, said the Solid Waste's transportation was factored into Monroe County's figures but not Bloomington's.

Wisler asked if there would be no transportation cost since they would relocate to the MRF.

Morgan said the City of Bloomington had a transportation cost but it was internalized.

Wisler asked if the district would have no transportation costs with the MRF.

Morgan said they would have transportation costs.

O'Neil said assuming the county took over they included those transportation costs. They were in the processing costs.

Wisler asked when they figure the costs if they included new transportation costs.

O'Neil said yes.

Piedmont-Smith asked Morgan to go through the chart.

Volan asked him to start with 2009. He said the lines represent different materials.

Barker said they looked at what the district actually collected in 2009, then they looked at an average market price. He explained the chart in detail.

Volan explained the chart including its costs.

Sandberg wanted some comparison between some of the prior MRFs. She asked what years they were run.

Barker said 1991-1996 and 2001-2006 and there were reports available. He also said there was a profit made during both ventures.

Sandberg asked if there were still people around who could attest to these MRFs.

Barker said that Scott Morgan could.

Morgan said he began working at the Solid Waste District in 1994 and started working at the South Rogers facility of the first MRF.

Sandberg asked if the first one was covering their costs.

Morgan said he was a laborer at that moment so he was unsure of the finances. He said they were not locked in on how they marketed their materials. He said the City of Bloomington brought their materials to the facility, so it was more of a regional facility.

Rollo asked about some of the equipment they needed. He asked if they bail the plastic and compact it.

O'Neil said yes.

Rollo asked if they considered separating the plastics.

O'Neil said they could get fiber optic sorters since it could not

realistically be done by hand. He said they are prohibitively expensive.

Rollo asked how they keep the stream pure.

O'Neil said the value of their stream would be much poorer than that of a pure stream, but it was the only way to recycle plastics 1-7. He said it's sellable.

Rollo asked about the OTIS building.

O'Neil said one important consideration was space and if it's industrial grade.

Rollo asked about having a zero waste goal and his interest in the future and in an organic sorter. He asked if that location would be able to house an organic sorter.

Brian O'Neil said the OTIS facility had the right space, industrial zoning, incredibly high ceilings, and truck bays. He said it also had the right power supply for operating the equipment. He said it even had 3 foot cement floors and it was a great facility.

Rollo asked about the possibility of an organic sorter.

Patrick O'Neil said it would require another study but when he spoke to other solid waste districts, they said the bigger the better. He said it should be possible for a MRF to operate with about 30,000 square feet less. He said they would need to do another study.

Brian O'Neil said the additional space was essential for storage space. He also said it was a great underdeveloped market in Indiana University and thought they should increase their collaboration with the university.

Rollo asked if they would have room to grow and by what amount.

Brian said the minimum was 33,000 square feet and there are 66,000 square feet in the facility.

Volan said in the MRF 1.0 study, he said the district was looking at a building at about 15,000 square feet. The plan said at most that facility could process 5,400 tons per year. He said the district decided to follow O'Neil's advice.

Satterfield asked Johnson if they had done a comparison on the transportation costs compared with what Hoosier Disposal was charging and asked if it was comparable.

Johnson said she did not understand the question.

Satterfield asked what our cost was compared to Hoosier Disposal's cost.

Johnson said she was unaware and had not made the comparison.

Satterfield asked if they could do that.

Johnson said sure.

Satterfield asked what special obstacles applied to solid waste and the relationships that needed to be developed.

Patrick O'Neil said it went back to the nature of the business and there was an absolute steady market. He said in a lot of places they were not competing. For example, the district put out a request for proposal and Hoosier Disposal was the only to reply. It had to do with this being a necessary service.

Satterfield said in other words it was not very competitive.

Patrick O'Neil said yes.

Satterfield asked if SDG did consulting for the other counties they listed in their report.

Patrick O'Neil said SDG did dozens of reports and he was only a part of the Vincennes plan for their streets and recycling.

Brian O'Neil said their firm did consulting in every county in the state at some point.

Satterfield asked if they used those as resources.

Brian O'Neil said Patrick pulled from the Vincennes report and they did feasibility studies, key informant interviews, web-based research, and site visits. He said it was primary research in terms of actually going out and interviewing people or visiting their facilities.

Volan corrected Patrick O'Neil that a few companies responded to their RFP. He said Hoosier Disposal was the only to have a comprehensive plan. He said there was not much competition.

Brian O'Neil said it depended on where the facility was and how far you are from it. He said it must be very close if it was not bailed as well. If it's bailed, then others get involved in the bidding and it could be as far as Wisconsin.

Satterfield asked why they would not shred instead of bail.

Patrick O'Neil said in his experience, shredding was less efficient. It was usually only done in conjunction with bailing. He did not know any MRF that exclusively shredded.

Satterfield thought they could shred then use heat to have a more compact unit.

Patrick O'Neil said it could be true but could be cost prohibitive.

Sturbaum asked if the investment cost would be recovered in three years.

Patrick O'Neil said yes, if not faster.

Sturbaum asked if that would be covered by the income of the recyclables. He said it sounded like they had a pretty easy decision. He asked how essential the City and University's cooperation was to the project.

Patrick O'Neil said there was another layer of planning. He said the City had a co-mingle but the district did not. They only had to operate the bailers. He said as far as this plan, the City's cooperation was essential.

Brian O'Neil said they did not calculate Indiana University but they would be a plus. He said the county's recyclables were already sorted so sorters were only necessary if the City was included.

Sturbaum asked if the solid waste district would make the City an offer.

Brian O'Neil said a negotiation would need to happen. But he said there seemed to be a positive cash flow for both but there would be an additional expense because it required additional sorting and additional staff.

Sturbaum said some of these additional expenses would be up for a discussion.

Brian O'Neil said yes they needed to sit down and discuss it.

Volan asked if the MRF 1.0 would use 12,000-15,000 square feet just to process the district's recyclables.

Morgan said yes.

Volan asked if the space in the OTIS elevator plant was about 60,000 square feet.

Morgan said yes.

Volan asked if there was any other space considered and why they did not just acquire a 30,000 square foot space.

Morgan said they needed to make sure they included aspects such as loading docks, etc.

Volan said since the loading docks were where they were, that was why they chose that space.

Morgan said yes.

Volan asked if there were other options.

Morgan said yes, one was too small and one did not have high enough ceilings.

Volan asked if this plan only makes sense if the City takes part.

Morgan said the City and the university would make the space the most beneficial.

Volan asked if it was not worth renting the space if the university did not take part.

Morgan said it was certainly worth the City and district working

together and he said Indiana University was a wild card.

Piedmont-Smith asked if the cost in the packets was for two bailers on lease and not one.

Patrick O'Neil said yes.

Piedmont-Smith asked if they considered the advance to payments that had to be made before the lease starts.

Patrick O'Neil said yes, they were two upfront payments that come out of their 60 payments. He said the operating expense would increase by those two month expenses.

Piedmont-Smith asked if it was still an operating expense but in the first year.

Patrick O'Neil said yes.

Piedmont-Smith asked if they could look at the comparison between leasing and buying and she asked about the 5 year lease and its cost. She asked what it would cost to purchase both of those machines.

Patrick O'Neil said \$166,000 if purchased directly.

Piedmont-Smith said it was a \$30,000 difference.

Patrick O'Neil said yes.

Piedmont-Smith asked about the possibility of bartering and how it would work.

Patrick O'Neil said they would take offers and the district could simply reject them and hold their material. He said Seymour rejected any offer if it was not \$1 per 100 pounds.

Piedmont-Smith asked why they used that term, bartering.

Patrick O'Neil said maybe they should have used a different word.

Brian O'Neil said they used it as a slang word for bargaining.

Piedmont-Smith said it was a matter of holding the product until the market price improved.

Patrick O'Neil said it was like negotiating their offer too.

Piedmont-Smith asked about community corrections.

Patrick O'Neil said people sentenced to community service sort the recyclables.

Piedmont-Smith asked if they had a history of using community service.

Morgan said they used a combination of community service workers, workers, and restoration workers.

Piedmont-Smith asked if that supplemented their regular paid staff.

Morgan said yes.

Piedmont-Smith asked if they would continue that.

Morgan said he did not see any reason why not.

Piedmont-Smith asked about bailer maintenance and the option of borrowing a bailer from Quincy Recycle.

Patrick O'Neil said that was the system that Vincennes was using and they give you the bailer on the promise that you market their materials through them.

Piedmont-Smith asked about the prices.

Patrick O'Neil said they were reasonable but not strong enough to offset the bailer costs. He said his inclination would be to have your own bailer would be more advantageous.

Piedmont-Smith asked if they used the bailer that they recommend.

Patrick O'Neil said they strongly advocated working with Excel.

Piedmont-Smith asked where they were headquartered.

Patrick O'Neil said Quincy, IL and Marion, IN.

Piedmont-Smith said that would be an option to look at borrowing a bailer.

Patrick O'Neil said Quincy would be one of their more competitive bailers and they were really good at working with districts and they could arrange a contract for their needs.

Rollo asked if they were likely to assume a greater role to transport the recyclables to the facility.

Patrick O'Neil said he did not think so.

Rollo said now when they give it to Hoosier Disposal they take the material to Indianapolis. He asked what they would do with the material now.

Patrick O'Neil said the companies would usually come to them to pick up the material.

Rollo asked if any of the material was transported by rail.

Patrick O'Neil said in some places it was transported by rail but he was not sure about this area.

Barker said the plan would be a rail spur primarily for glass. He said 800,000 tons of glass was processed by NOF in Shelbyville.

Rollo said the option for rail was music to his ears.

Satterfield asked Barker if the amount of recyclable material include the business and apartment complexes. He said if not, do they have a plan to obtain that.

Barker said they do collect recyclables form businesses. The concept was to expand and reach out to other entities in the Bloomington area.

Sturbaum requested that the statistics were reworked so they could get a clearer picture of the savings and so on.

Brian O'Neil said they would email a new copy electronically.

Piedmont-Smith asked what the 37% recycling rate meant. She asked if it meant that for every 100 tons they recycled 37 tons.

Someone answered yes. Patrick O'Neil said that Barker had mentioned the national average was higher. He said that agricultural and industrial areas had massive amounts of waste so from district to district it varies.

There were no public comments.

Public Comment:

It was moved and seconded that the reports be acknowledged by the common council.

Volan said the issue was non-trivial and it had taken awhile to compile all the data. He said they finally found out was important for the district and i reducing the amount of waste that went to disposal. He said there was no resolution to go ahead with the MRF because they need to go about bondi for the capital costs. He said he would have any questions ready for the ne meeting. (FORMAT; end of sentences are cut off)

Council Comment:

Sturbaum said it sounded like there was a real opportunity hear because th was a waste and money stream and the money was going out of the comm right now.

Rollo thought this was an important service that the government should provide. It distressed him that their other trash goes to another landfill far away. He was very heartened to hear that the director had a goal of a zero waste community in the future. He expressed that an organic sorter was important as well.

Piedmont-Smith thanked them for their time and the information they bro

Brian O'Neil told everyone to stop by their office if they have any questio

The reports were acknowledged by a voice vote.

The meeting was adjourned at 10:27 pm.

ADJOURNMENT

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the September 15, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the September 15, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, September 15, 2010 at 7:35 pm with Council President Isabel Piedmont-Smith presiding over a Special Session of the Common Council.

COMMON COUNCIL
SPECIAL SESSION
SEPTEMBER 15, 2010

Roll Call: Mayer, Piedmont-Smith, Rollo, Ruff, Sandberg, Satterfield, Sturbaum, Volan, Wisler
Absent: None.

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation

AGENDA SUMMATION

The minutes of Regular Sessions for August 4, 2010 and September 1, 2010 were approved by a voice vote.

APPROVAL OF MINUTES

It was moved and seconded that Ordinance 10-09 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 8-0-0. It was moved and seconded that Ordinance 10-09 be adopted.

LEGISLATION FOR SECOND
READING

Ordinance 10-09 An Ordinance Fixing the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2011

Ordinance 10-09 received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that Ordinance 10-13 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 7-0-1. It was moved and seconded that Ordinance 10-13 be adopted.

Ordinance 10-13 To Amend Title 2 Entitled "Administration and Personnel" (Changing the Name of Chapter 2.22 from "Employee Services Department" to "Human Resources Department" and Reflecting this Change in Various Other Sections of that Title)

Ordinance 10-13 received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that Ordinance 10-10 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 6-0-2. It was moved and seconded that Ordinance 10-10 be adopted.

Ordinance 10-10 An Ordinance Fixing the Salaries of Appointed Officers, Non-Union and A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana, for the Year 2011

Ordinance 10-10 received a roll call vote of Ayes: 8, Nays: 1 (Wisler).

It was moved and seconded that Ordinance 10-11 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 6-0-2. It was moved and seconded that Ordinance 10-11 be adopted.

Ordinance 10-11 To Fix the Salaries of All Elected City Officials for the City of Bloomington for the Year 2011

It was moved and seconded that Amendment #1 to Ordinance 10-11 be adopted.

Amendment #1 provided for an increase of 1.5% for the elected officials of the City which continues the long-standing practice of setting the increase for the City's elected officials at the average increase for non-union City employees.

Amendment #1 received a roll call vote of Ayes: 7, Nays: 2 (Wisler, Satterfield).

Ordinance 10-11 as amended received a roll call vote of Ayes: 8, Nays: 1 (Wisler)

Ordinance 10-11 as amended

It was moved and seconded that Appropriation Ordinance 10-02 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 6-0-2.

Appropriation Ordinance 10-02 An Ordinance for Appropriations and Tax Rates (Establishing 2011 Civil City Budget for the City of Bloomington)

It was moved and seconded that Appropriation Ordinance 10-02 be adopted.

Appropriation Ordinance 10-02 received a roll call vote of Ayes: 8 Nays: 1 (Wisler).

It was moved and seconded that Appropriation Ordinance 10-03 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 6-0-2.

It was moved and seconded that Appropriation Ordinance 10-03 be adopted.

Appropriation Ordinance 10-03 received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that Ordinance 10-12 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee Do Pass recommendation of 8-0-0. It was moved and seconded that Ordinance 10-12 be adopted.

Ordinance 10-12 received a roll call vote of Ayes: 9, Nays: 0.

The meeting was adjourned at 9:45 pm.

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington

Appropriation Ordinance 10-03 An Ordinance Adopting a Budget for the Operation, Maintenance, Debt Service and Capital Improvements for the Water and Wastewater Utility Departments of the City of Bloomington, Indiana for the Year 2011

Ordinance 10-12 An Ordinance Reviewing and Adopting the Budget of the Bloomington Public Transportation Corporation for the Year 2011

ADJOURNMENT

for approval



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the September 22, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the September 22, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, September 22, 2010 at 7:30 pm with Council President Isabel Piedmont-Smith presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
September 22, 2010

Present: Mayer, Piedmont-Smith, Rollo (arrived at 8:38 pm), Sandberg, Satterfield, Sturbaum, Volan, Wisler
Absent: Ruff

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation.

AGENDA SUMMATION

There were no minutes to be approved at the meeting.

APPROVAL OF MINUTES

Councilmember Steve Volan spoke about his experience while touring several cities in the South Eastern U.S. He identifies these cities as college driven metropolitan areas. He stated that it was interesting to see their similarities and differences from Bloomington. Volan said he will be giving a full report on the trip in the future. He also visited several towns that come to mind when he hears "What would Bloomington be like without IU". Many people believe Bloomington would be a small town with low economic activity. Volan stated he has begun to ask the question of "What would IU be like without Bloomington.

REPORTS

- COUNCILMEMBERS

Councilmember Mike Satterfield noted the majority of the public attending the meeting were students. He welcomed the students, and reminded them of the proper Council Meeting etiquette.

Councilmember Susan Sandberg highlighted the article written in the Harold Times about the housing crisis in Bloomington. The article advertised an upcoming public forum called "There's No Place Like Home." The meeting will be targeted towards landlords in the City of Bloomington. The commission hopes to bust the myths surrounding Section 8 Housing, and inform the people that apply for Section 8 Housing. It is an anti-poverty based program, which focuses on empowering individuals and informing them on their different options. The forum will take place Tuesday, October 5th at 6:00 PM in the Council Chambers.

There were no reports from the mayor or city offices at this meeting.

- MAYOR and CITY OFFICES

There were no Council Committee reports at this meeting.

- COUNCIL COMMITTEES

David R Grubb spoke about public issues.

Bruce Anderson spoke about political issues.

Gabe Rivera spoke about ending the war on drugs.

There were no appointments to boards or commissions at this meeting.

**BOARD AND COMMISSION
APPOINTMENTS**

Due to disturbance in the Council Chambers, President Piedmont Smith called for a three minute recess.

Satterfield moved and seconded that Resolution 10-14 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation of do pass 7-0-2. Satterfield moved and seconded that Resolution 10-14 be adopted.

**LEGISLATION FOR SECOND
READING**

Resolution 10-14 Adopting the
Monroe County Multi-Hazard
Mitigation Plan

Jim Comerford, Monroe County Emergency Management, spoke about the Hazard Mitigation Plan constructed by the planning team. The plan ensures that all of the communities in Monroe County are in compliance with the Disaster Mitigation Act of 2000. The plan allows the community to take advantage of several Hazard Mitigation Systems programs. The cycle allows for funds of different types to help communities in times of disaster. It helps the communities prepare for and prevent damage from disasters. The plan is to run for five years, and be re-evaluated in 2015. It requires all four of the governmental units in Monroe County to participate in and pass the resolution.

Volan asked for more information on the mitigation items for earthquakes, hazardous material releases, and inertial release.

Council Questions:

Comerford stated that inertial valves serve the purpose of shutting off gas and oil releases when activated by an earthquake.

Volan asked if Comerford recommended the construction of buildings to be earthquake proof.

Comerford stated that was beyond the scope of their current plan.

Andrea Roberts, Deputy Director of Public Works, stated that no buildings will actually be built for earthquakes, but buildings will be hardened.

Volan asked how buildings were hardened.

Comerford stated that there are several different ways to harden a building. One way is to use a glass that is not as likely to break. There are different structural techniques to retrofit existing buildings as well.

Volan stated that the synopsis of the full report described that only one mitigation item was to educate the local public on the potential danger of hazardous materials. Volan asked if Comerford could explain the other specific hazardous material action plans, such as speaking with hospitals and commodity flow studies.

Comerford stated that a commodity flow is a study to determine what kind, and how much, transportation passes through a community.

Volan asked if these were new to the community or updatings of previous plans.

Comerford stated they were updating and also working in unison with other plans. He said they were all inter-related.

Resolution 10-14 (cont'd)

Satterfield asked if the gas explosion in California had influenced the plans in anyway.

Comerford stated that the infrastructure in California was much older than Bloomington's.

Satterfield asked if it affected the plan.

Comerford stated that they will be looking at the plan over the next year. He said each year they meet with all the pipeline companies in the state of Indiana, where they all compare their safety procedures.

Satterfield asked if it was difficult to test.

Comerford said yes, but there are different testing procedures.

There were no public comments.

Public Comment:

Volan stated he was happy to have the extra time to discuss the resolution. He is happy that Bloomington is taking the steps to have a more coordinated response towards different kinds of emergency procedures. He encouraged everyone to look at the plan, stating that it was very detailed and thorough. He informed the public they could view the plan on the city website.

Council Comment:

Satterfield thanked Comerford and Roberts on their efforts on the plan. He stated that unfortunately, many times plans like these are not created or taken care of. He commented on the importance of the work, and how it is often done under the radar.

Mayer thanked everyone for their time and effort put into creating the plan.

The motion to adopt Resolution 10-14 received a roll call vote of Ayes: 7, Nays: 0 (Rollo had not yet arrived).

It was moved and second that Ordinance 10-14 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation of do pass 9-0-0. It was moved and seconded that Ordinance 10-14 be adopted.

Ordinance 10-14 To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" Re: Amending BMC 2.04.380 (Order of Business for Regular Sessions)

Council Attorney/Administrator Dan Sherman spoke to the ordinance. The ordinance came forward as a result of the report from the Rules Committee that was adopted on August 4, 2010. The Rules Committee focused on regulating public comment during non-agenda items at Regular Sessions. They included recommendations to amend the code, particularly the section that focused on that order of business. Almost all changes to the ordinance reflect existing practices that were vetted by

the Rules Committee and adopted by the Council.

It was moved and seconded that Amendment #1 to Ordinance 10-14 be adopted.

Piedmont-Smith stated that the amendment does not change any wording. The amendment places the details of public comment at the bottom of the page, rather than having them repeated throughout the document. She said it is a matter of clarification of the rules of public comment to the public.

There were no council questions.

There were no public comments.

There were no council comments.

The motion to adopt Amendment #1 to Ordinance 10-14 received a roll call vote of Ayes: 7, Nays: 0 (Rollo had not yet arrived).

Sherman stated that almost all of the changes, except for one, reflect existing practices of the Council. He gave a visual presentation to the Council of all the changes being made.

Sturbaum asked if the subject was discussed to limiting the public comment period to a single comment period.

Sherman stated that it took a while for the Rules Committee to produce the recommendation, which is that the public speak only once. He said the Committee considered several different alternatives, and they believe their recommendation will be valued by the public.

Sturbaum asked if the Committee considered when the privilege of the floor is abused.

Sherman stated the Council approved a report on August 4th, which included rules regarding public comment.

Sturbaum asked if the Council could make further changes if they found it necessary to go to a single comment period.

Sherman stated that the Council could limit the second time period. He said that it is now codified and could not be dispensed.

Sturbaum asked if a further amendment to the rules was possible.

Sherman said that was correct.

Ordinance 10-14 (cont'd)

Amendment #1 to Ordinance 10-14

This amendment makes a few stylistic changes in the interest of clarifying the public comment requirement. It deletes the parenthetical public comment rules that were previously cited in both sections 2.04.380(4) (D) and 2.04.380 (8) and moves the rules to one section at the end of the Agenda, noted in the aforementioned provisions by way of asterisk. This amendment also slightly rewords the public comment rules.

Council Questions:

Public Comment:

Council Comment:

Council Questions:

Gabe Rivera stated that he appreciates that the Council allows the public to speak, and understands why they want to limit the time allowed to each person.

Public Comment:

Sandberg believes it is important to note the larger discussion that took place in August about the need to formulate a Rules Committee. She stated that often times, the privilege of the floor is not utilized by the public, and the meetings can go quite long. She said the comment period at the beginning and end of each meeting is for the public to voice their opinion. She said the amendment is not about limiting the public's access to making comments, but to make sure the comments are productive.

Council Comment:

Mayer thanked the committee members Councilmember Satterfield, Councilmember Wisler, Councilmember Volan, and Dan Sherman, for working on the amendment. He believes they have achieved an expectable outcome. He stated that there is no statutory law that required this body to provide public comment at the beginning or end, for items that are not on the agenda. Mayer said that many people have a mistaken notion that public comment is required by the law. He said that the Bloomington Council has always had a tradition of inviting the public to speak on items that are not on the agenda. He stated that the Council extensively discussed that when people come to the podium, they come with a message that may have great importance to the community. The Council believes that the best time for them to get their message out to the community is at the beginning of the meeting.

Sturbaum stated that he supports the idea of public comment at the beginning and the end of the meeting. He believes that limiting the people who have come to disrupt the meeting will take away the right of people who have very constructive things to say. He believes it is the duty of the councilmembers to accept the risks and abuse for the greater good. He stated that he will support the amendment.

Volan stated that free speech has limits. He stated that elections help decide who should speak and how long they should speak for. He said that within the scope of federal law that protects the right to free speech, there are a lot of different cities that do many different things for public comment. Volan said that unless the people want the loudest and most forceful to decide how meetings are run, the Rules Committee is the best place for decisions to be made. He said it has also been discussed to shorten the length of council meetings. He believes that the changes will not drastically shorten meetings. He said that councilmembers receive a lot of criticism for the length of the council meetings. He said that the councilmembers and the public use the same amount of time in making their remarks. He said the most time used is during the Question and

Answer portion of the meetings. Volan said the Council is working on solutions to shorten the meetings.

Ordinance 10-14 (cont'd)

Piedmont-Smith thanked the Rules Committee and stated that there are other rules and restrictions that could be considered in the future. She thanked all of the youth that made up the public at the meeting. She informed them that many times they discuss relevant legislation that relates to them.

The motion to adopt Ordinance 10-14 as amended by Amendment #1 received a roll call vote of Ayes: 7, Nays: 0.

Ordinance 10-14 as amended

There was no legislation for first reading.

LEGISLATION FOR FIRST READING

It was moved and seconded that the rules be suspended in order to consider an item not on the agenda.

MOTION TO SUSPEND THE RULES

The motion was approved by a voice vote.

It was moved and seconded that the Council cancel the Internal Work Session scheduled for Friday, September 24th.

MOTION TO CANCEL UPCOMING MEETINGS

Piedmont-Smith noted that Council would have discussed a resolution in support for the Monroe County Community School Corporations Funding Referendum.

Volan asked Councilmember Piedmont-Smith and Councilmember Sandberg if they felt that there was no need to discuss the resolution at the Internal Work Session.

Council Questions:

Piedmont-Smith said she would like to hold the Internal Work Session.

Sandberg said she believed it worthy of discussion. She said there will be plenty of opportunities to discuss the resolution once it is introduced.

Volan asked if they could wait to discuss it at a work session after Oct. 6th.

Piedmont-Smith said the Internal Work Session on Sept. 24th was the most appropriate time to discuss the resolution.

Wisler asked if there is another Internal Work Session scheduled for Oct. 1st.

Dan Sherman said he did not believe so.

Wisler asked if there was another Internal Work Session between Sept. 24th and the date the resolution would be introduced.

Piedmont-Smith said no.

There were no council comments.

Council Comment:

The motion was approved by a roll call vote of Ayes: 6, Nays: 2 (Piedmont-Smith, Volan).

It was moved and seconded that the Council cancel the Committee of the Whole meeting scheduled for Wednesday, September 29th.

The motion was approved by a voice vote.

There was no public comment at this portion of the meeting.

ADDITIONAL PUBLIC COMMENT

The meeting was adjourned at 9:00 pm.

ADJOURNMENT

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the October 6, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the October 6, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, October 6, 2010 at 7:30 pm with Council President Isabel Piedmont-Smith presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
OCTOBER 6, 2010

Roll Call: Mayer, Piedmont-Smith, Rollo, Ruff, Sandberg, Satterfield, Sturbaum, Volan, Wisler

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation

AGENDA SUMMATION

There were no minutes for approval at this meeting.

APPROVAL OF MINUTES

It was moved to reappoint Toby Strout to the Bloomington Commission on Sustainability.

BOARD AND COMMISSION
APPOINTMENTS

It was moved and seconded that Amy Countryman be appointed to the Commission on Sustainability.

The above nominations were approved by a voice vote.

It was moved and seconded that Resolution 10-15 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, stating that there was no committee recommendation.

LEGISLATION FOR SECOND
READING

It was moved and seconded that Resolution 10-15 be adopted.

Resolution 10-15 IN SUPPORT OF
THE MONROE COUNTY
COMMUNITY SCHOOL
CORPORATION'S FUNDING
REFERENDUM

Satterfield left the meeting at this time. He had noted his employ with the MCCSC, and said that while he didn't believe his paycheck was in jeopardy as a result of the recent funding cuts because it came from a separate fund, he wished to avoid the appearance of impropriety and would excuse himself from consideration of this resolution.

Resolution 10-15 received a roll call vote of Ayes: 7, Nays: 0, Abstain: 1 (Wisler). (Satterfield did not deliberate)

There was no legislation for introduction at this meeting.

LEGISLATION FOR FIRST
READING

It was moved and seconded that the Internal Work Session scheduled for October 8, 2010, and the Committee of the Whole scheduled for October 13, 2010 be cancelled.

COUNCIL SCHEDULE

The motion was approved by a voice vote.

The meeting was adjourned at 10:16 pm.

ADJOURNMENT

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the October 20, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the October 20, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, October 20, 2010 at 7:30 pm with Council President Isabel Piedmont-Smith presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
OCTOBER 20, 2010

Roll Call: Mayer, Piedmont-Smith, Rollo, Ruff, Sandberg, Satterfield, Volan, Wisler
Absent: Sturbaum

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation

AGENDA SUMMATION

There were no minutes to be approved at this meeting.

APPROVAL OF MINUTES

It was moved and seconded that Amanda Figolah and Michael Beczkiewicz be appointed to fill vacant seats on the Sustainability Commission. The motion was approved by a voice vote.

BOARD AND COMMISSION
APPOINTMENTS

There was no legislation for final action at the meeting.

LEGISLATION FOR SECOND
READING

There was no legislation for introduction at this meeting.

LEGISLATION FOR FIRST
READING

It was moved and seconded that the council hold a special session on October 27, 2010 to introduce legislation before the Committee meeting scheduled on that date where the legislation would be discussed.

MOTION TO HOLD SPECIAL
SESSION ON October 27, 2010

The motion was approved by a voice vote.

The meeting was adjourned at 8:21 pm.

ADJOURNMENT

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the November 3, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the November 3, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, November 3, 2010 at 7:30 pm with Council President Isabel Piedmont-Smith presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
NOVEMBER 3, 2010

Roll Call: Mayer, Piedmont-Smith, Rollo, Ruff, Sandberg, Satterfield, Sturbaum, Volan, Wisler
Absent: None

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation

AGENDA SUMMATION

The minutes of October 27, 2010 were approved by a voice vote.

APPROVAL OF MINUTES

It was moved and seconded that the appointment of Michael Beczkiewicz to the BCOS be rescinded because he did not live within city jurisdiction. The rescindment was approved by a voice vote.

BOARD AND COMMISSION
APPOINTMENTS

It was moved and seconded that city resident Janice Lilly be appointed to the BCOS. The appointment was approved a voice vote.

It was moved and seconded that Ordinance 10-15 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, noting that the question had been divided during the Committee of the Whole, and that segments had different Do Pass Recommendations that were outlined in the agenda for the meeting.

Ordinance 10-15 To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic"

It was moved and seconded that Ordinance 10-15 be adopted.

It was moved and seconded that the council consider Ordinance 10-15 in the following manner: First the Council will divide consideration of Ordinance 10-15 into a series of questions, each of which will contain one or more sections of the ordinance as enumerated in a "Guide To Deliberation Of Ord 10-15" distributed at the meeting. This motion divides the question in a manner similar to what was done at the Committee of the Whole on October 27, 2010. Second the council will consider a motion to instruct staff to compile the sections which received a majority vote into one ordinance with sections appropriately numbered for signatures and codification. Under this procedure, further divisions of the question or amendments may be considered by the council.

Division of the Question – Item One; Sections 4-5 received a roll call vote of Ayes: 8, Nays: 1 (Volan).

Item One

Division of the Question – Item Two; Section 6 received a roll call vote of Ayes: 7, Nays: 2 (Volan, Satterfield).

Item Two

Division of the Question – Item Three; Section 1-3, 7, 9-10, 13-14, 16-17, & 18-19 received a roll call vote of Ayes: 8, Nays: 1 (Volan)

Item Three

It was moved and seconded that Amendment #6 be adopted. Amendment #6 received a roll call vote of Ayes: 9, Nays: 0

Amendment #6
This amendment would change "All Zones" to "All-Zones"

It was moved and seconded that Item Four be divided further so that Section 24 would be considered separately from the rest of this Item Four.

Item Four Further Division

The motion to further divide received a roll call vote of Ayes: 8, Nays: 1 (Mayer).

Section 24 separated from the Item Four question received a roll call

Item Four: Section 24

vote of Ayes: 6, Nays: 3 (Rollo, Wisler, Volan)

Ordinance 10-15 (cont'd)

It was moved and seconded that Item Four be divided further so that Section 40 would be considered separately from the rest of Item Four.

Item Four: Section 40

The motion received a roll call vote of Ayes: 9, Nays: 0.

Section 40 separated from the Item Four question received a roll call vote of Ayes: 5 (Sandberg, Ruff, Satterfield, Sturbaum, Mayer), Nays: 4 (Rollo, Wisler, Piedmont-Smith, Volan)

Division of the Question – Item Four; Section: 25, 30-32, & 35-39 received a roll call vote of Ayes: 8, Nays: 1 (Volan)

Item Four

It was moved and seconded that all the remaining sections with the exception of Sections 53 (Severability) and Section 54 (Effective Date) be deleted.

The motion received a roll call vote of Ayes: 8, Nays: 0. (Rollo was out of the room for this vote.)

It was moved and seconded that the staff be directed to compile and renumber the sections to create a revised version of Ordinance 10-15 which would then be ready for signatures, publication and codification.

Motion to Compile Changes

The motion received a roll call vote of Ayes: 7, Nays: 1 (Volan, Rollo was out of the room for this vote.)

Ordinance 10-15 as a final ordinance received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that the following legislation be introduced and read by title and synopsis only. Clerk Moore read the legislation by title and synopsis.

LEGISLATION FOR FIRST READING

Appropriation Ordinance 10-04 To Specially Appropriate from the General Fund Expenditures Not Otherwise Appropriated (Appropriating Grants and Donations to Be Used for Maintenance and Consulting Services Related to the Animal Shelter)

Appropriation Ordinance 10-04

It was moved and seconded the council regular session meeting scheduled for November 17th be changed to a Special Session so that more items could be covered.

COUNCIL SCHEDULE

The motion received a roll call vote of Ayes: 6, Nays: 3 (Wisler, Rollo, Volan).

The meeting was adjourned at 10:41 pm.

ADJOURNMENT

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington



**City of Bloomington
Office of the City Clerk**

CLERK'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I, Nicole Bolden, being the duly elected, qualified and current Clerk of the City of Bloomington, Monroe County, Indiana, hereby do certify that I am the custodian of the records of the Bloomington City Council and the City of Bloomington, and that the attached copy of the minutes for the December 1, 2010 meeting of the Bloomington City Council is a full, true and complete copy of drafts of the minutes of that meeting and which is kept in this office in the normal course of business.

I affirm under the penalties for perjury that the foregoing representations are true.

IN WITNESS WHEREOF, I
hereunto set my signature as Clerk
of the City of Bloomington on the
date set forth below.

Nicole Bolden
City Clerk
City of Bloomington, Indiana

Date:_____

The attached copy of the minutes for the December 1, 2010 meeting of the Bloomington Common Council of the City of Bloomington, Indiana as presented by the City Clerk was approved on the _____day of _____, 2020.

Stephen Volan
President, Common Council
City of Bloomington, Indiana

In the Council Chambers of the Showers City Hall on Wednesday, December 1, 2010 at 7:30 pm with Council President Isabel Piedmont-Smith presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
December 1, 2010

Roll Call: Mayer, Piedmont-Smith, Rollo, Ruff, Sandberg, Satterfield, Sturbaum, Volan, Wisler
Absent: None

ROLL CALL

Council President Piedmont-Smith gave the Agenda Summation

AGENDA SUMMATION

There were no minutes for approval at this meeting.

APPROVAL OF MINUTES

There were no appointments to boards or commissions at this meeting.

BOARD AND COMMISSION
APPOINTMENTS

It was moved and seconded that Resolution 10-17 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation to accept the administration's request for withdrawal of this resolution.

Resolution 10-17 To Approve the Interlocal Agreement Between Monroe County, the Town of Ellettsville and the City of Bloomington for Animal Shelter Operation for the Year 2011

It was moved and seconded that Resolution 10-17 be withdrawn.

The motion to accept the request for withdrawal of Resolution 10-17 received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that Ordinance 10-16 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation of do pass 8-0-1
It was moved and seconded that Ordinance 10-16 be adopted.

Ordinance 10-16 To Amend Title 7 of the Bloomington Municipal Code Entitled "Animals" (Adding Chapter 7.54 "Miscellaneous Fees")

Ordinance 10-16 received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that Ordinance 10-18 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation of do pass 8-0-1
It was moved and seconded that Ordinance 10-18 be adopted.

Ordinance 10-18 Authorizing the City of Bloomington, Indiana to Issue Its Economic Development Recovery Zone Facility Revenue Bonds, Series 2010 ("Bloomington Dyslexia Center LLC") in the Principal Amount not in Excess of Two Million One Hundred Thousand Dollars (\$2,100,000), and Approving and Authorizing Other Actions in Respect Thereto

It was moved and seconded to adopt Amendment #1 to Ordinance 10-18.

Amendment #1
This amendment corrects the date of the action by the city Economic Development Commission (EDC) in approving the relevant EDC Resolution from November 22, 2010 to October 22, 2010.

Amendment #1 to Ordinance 10-18 received a roll call vote of Ayes: 9, Nays: 0.

Ordinance 10-18 as amended by Amendment #1 received a roll call vote of Ayes: 9, Nays: 0.

Ordinance 10-18 as amended.

It was moved and seconded that Ordinance 10-19 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation of do pass 8-0-1
It was moved and seconded that Ordinance 10-19 be adopted.

Ordinance 10-19 Authorizing the City of Bloomington, Indiana to Issue Its Economic Development Recovery Zone Facility Revenue Bonds, Series 2010 ("1302 S. Rogers LLC") in the

Principal Amount not in Excess of Two Million Three Hundred Thousand Dollars (\$2,300,000), and Approving and Authorizing Other Actions in Respect Thereto

It was moved and seconded to adopt Amendment #1 to Ordinance 10-19.

Amendment #1 to Ordinance 10-19
This amendment corrects the date of the action by the city Economic Development Commission (EDC) in approving the relevant EDC Resolution from November 22, 2010 to October 22, 2010.

Amendment #1 to Ordinance 10-19 received a roll call vote of Ayes: 9, Nays: 0.

Ordinance 10-19 as amended received a roll call vote of Ayes: 9, Nays: 0.

Ordinance 10-19 as amended

It was moved and seconded that Resolution 10-18 be introduced and read by title and synopsis. Clerk Moore read the legislation and synopsis, giving the committee recommendation of do pass 4-1-0
It was moved and seconded that Resolution 10-18 be adopted.

Resolution 10-18 To Amend Guidelines for and Rename the Business Investment Incentive Fund (BIIF) Program

It was moved and seconded to adopt Amendment #1 to Resolution 10-18

Amendment #1 to Resolution 10-18
This amendment requires that all changes to the City of Bloomington Investment Incentive und Operating Policies and Guidelines must be approved by the council.

Amendment #1 to Resolution 10-18 received a roll call vote of Ayes: 8, Nays: 0. (Sturbaum out of the room)

It was moved and seconded to adopt Amendment #2 to Resolution 10-18

Amendment #2 to Resolution 10-18
This amendment reflects that the Bloomington Incentive Investment Fund Review Committee shall be composed of the Director of Economic and Sustainable Development Department or his/her departmental designee, a representative from the local financial lending community the City Attorney or his/her designee, the President of the Economic Development Commission (EDC) or his/her designee from the EDC and the Common Council member serving on the EDC.

Amendment #2 to Resolution 10-18 received a roll call vote of Ayes: 8, Nays: 0. (Sturbaum out of the room)

It was moved and seconded to adopt Amendment #3 to Resolution 10-18

Amendment #3 to Resolution 10-18
This amendment makes two changes to the "City of Bloomington Investment Incentive Fund Operating Policies and Guidelines." First, it amends Section II(B)(4) to reflect that the interest rate paid on the balance of a business disruption bridge loan shall be 1%. This reflects the intent of both the Economic Development Commission and the Economic and Sustainable Development Department, but was mistakenly not reflected in the guidelines. Secondly, it amends Sections IV(A)(2)-(3) of the Guidelines to make clear that all grants recommended for approval by the City of Bloomington Investment Incentive Fund Review Committee must be approved by both the Economic Development Commission and the Common Council. The amendment also clarifies that loans of \$75,000 or more will require approval by the Economic Development Commission and Common Council.

Amendment #3 to Resolution 10-18 received a roll call vote of Ayes: 9, Nays: 0.

Resolution 10-18 as amended by Amendments #1, #2, and #3 received a roll call vote of Ayes: 9, Nays: 0.

Resolution 10-18 as amended

Appropriation Ordinance 10-05 To Specially Appropriate from the General Fund, Parking Enforcement Fund, Sanitation Fund, Telecom Fund, Fire Pension Fund, Risk Management Fund, and Bond Funds Expenditures Not Otherwise Appropriated (Appropriating Various Transfers of Funds within the General Fund, Parking Enforcement Fund, Sanitation Fund, and Telecom Fund for Animal Care & Control, Engineering, Police, Housing & Neighborhood Development, Community & Family Resources, City Council, Parking Enforcement, Sanitation, Street, Information & Technology Services; Appropriating Additional Funds from the Fire Pension Fund, Risk Management Fund, and Bond Funds)

LEGISLATION FOR FIRST
READING
Appropriation Ordinance 10-05

Ordinance 10-20 To Amend Title 20 of the Bloomington Municipal Code Entitled "Unified Development Ordinance" (Amendments to the Floodplain Standards [20.05.048] and Definitions [20.11.020] Sections to be Consistent with Federal Requirements)

Ordinance 10-20

There was no public comment in this portion of the meeting.

PUBLIC INPUT

The meeting was adjourned at 9:24 pm.

ADJOURNMENT

APPROVE:

ATTEST:

Isabel Piedmont-Smith PRESIDENT
Bloomington Common Council

Regina Moore, CLERK
City of Bloomington

for approval

APPROPRIATION ORDINANCE 20-07

**TO SPECIALLY APPROPRIATE FROM THE GENERAL FUND, ENHANCED ACCESS FUND, SOLID WASTE FUND, RISK MANAGEMENT FUND, AND THE RENTAL INSPECTION PROGRAM FUND EXPENDITURES NOT OTHERWISE APPROPRIATED
(Appropriating Various Transfers of Funds within the Public Safety, Telecommunication Fund, Alternative Transportation Fund, Parking Meter Fund, Cumulative Capital Development Fund, Fleet Maintenance Fund, Police Pension Fund, and Appropriating Additional Funds from the General Fund, Rental Inspection Fund, Solid Waste Fund, and the Risk Management Fund)**

- WHEREAS, Various Departments within the General Fund desire to transfer Classifications - 1, 2, 3 & 4 amounts for Personnel Services, Supplies, Services and Capital replacement not included in the adopted budget and to increase their budgets; and
- WHEREAS, the Police Department’s Dispatch desires to transfer funds between Classifications - 2 Supplies and Classification - 3 for Other Services and Charges in the Public Safety Fund not included in the adopted budget; and
- WHEREAS, the Information and Technology Services Department desires to transfer funds in the Telecommunication Fund budget from Classifications - 3 Other Services to Classification - 4 Capital Outlays not included in the adopted budget; and
- WHEREAS, the Parking Enforcement Division desires to transfer funds between Classifications - 3 Other Services to Classification – 1 Personnel Services and Classification - 2 Supplies in the Alternative Transportation Fund not included in the adopted budget; and
- WHEREAS, the Parking Enforcement Division desires to transfer funds between Classifications - 3 Other Services to Classification - 2 Supplies in the Parking Meter Fund not included in the adopted budget; and
- WHEREAS, the Public Works Department desires to transfer funds from Classification – 2 Supplies to Classification - 3 Other Services in its budget for the Cumulative Capital Development; and
- WHEREAS, the Public Works - Sanitation division desires to transfer funds from Classification – 2 Supplies to Classification – 3 Other Services and increase Classification – 1 Personnel Services in its budget for the Solid Waste Fund; and
- WHEREAS, the Public Works - Fleet Maintenance division desires to transfer from its budget in Classification 4 – Capital Outlays to Classification – 1 Personnel Services and Classification – 2 Supplies in the Fleet Maintenance Fund not included in the adopted budget; and
- WHEREAS, the Legal Department Risk Management division desires to increase its budget in Classification 1 – Personnel Services and Classification -3 Other Services and transfer from Classification – 2 Supplies to Classification - 3 Other Services in the Risk Management Fund not included in the adopted budget; and
- WHEREAS, the Police Department desires to transfer its budget from Classification – 3 Other Services to Classification 1 – Personnel Services in the Police Pension Fund not included in the adopted budget; and
- WHEREAS, the Housing & Neighborhood Development Department desires to increase its budget in Classification 3 – Services and Charges in its Rental Inspection Program Fund to reimburse the General Fund for program expenses;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. For the expenses of said Municipal Corporation the following additional sums of money are hereby appropriated and ordered set apart from the funds herein named and for the purposes herein specified, subject to the laws governing the same:

	AMOUNT REQUESTED
General Fund (F101)	
General Fund – Animal Care & Control	
Classification 1 – Personnel Services	25,000
Classification 3 – Services and Charges	<u>(25,000)</u>
Total General Fund – AC&C	<u>-</u>
General Fund – Public Works Administration	
Classification 1 – Personnel Services	9,000
Classification 3 – Services and Charges	<u>(47,000)</u>
Total General Fund – PWA	<u>(38,000)</u>
General Fund – Clerk	
Classification 1 – Personnel Services	2,500
Classification 3 – Services and Charges	<u>(2,500)</u>
Total General Fund – Clerk	<u>-</u>
General Fund – Community and Family Resources	
Classification 1 – Personnel Services	(50,000)
Classification 3 – Services and Charges	<u>154,000</u>
Total General Fund – CFRD	<u>104,000</u>
General Fund – Common Council	
Classification 1 – Personnel Services	10,000
Classification 3 – Services and Charges	<u>(6,800)</u>
Total General Fund – Common Council	<u>3,200</u>
General Fund – Controller	
Classification 1 – Personnel Services	(50,000)
Classification 3 – Services and Charges	<u>447,000</u>
Total General Fund – Controller	<u>397,000</u>

General Fund – Economic and Sustainability Development

Classification 1 – Personnel Services	(20,000)
Classification 3 – Services and Charges	<u>(40,000)</u>
Total General Fund – ESD	<u>(60,000)</u>

General Fund – Fire

Classification 1 – Personnel Services	235,000
Classification 3 – Services and Charges	<u>(175,000)</u>
Total General Fund – Fire	<u>60,000</u>

General Fund – Legal

Classification 1 – Personnel Services	5,000
Classification 2 – Supplies	(1,000)
Classification 3 – Services and Charges	<u>(15,000)</u>
Total General Fund – Legal	<u>(11,000)</u>

General Fund – Office of the Mayor

Classification 1 – Personnel Services	30,000
Classification 2 – Supplies	2,200
Classification 3 – Services and Charges	<u>(26,000)</u>
Total General Fund – OOTM	<u>6,200</u>

General Fund – Police

Classification 1 – Personnel Services	275,000
Classification 2 – Supplies	46,000
Classification 3 – Services and Charges	(9,200)
Classification 4 – Capital	<u>(9,000)</u>
Total General Fund – Police	<u>302,800</u>

General Fund – Human Resources

Classification 1 – Personnel Services	(185,000)
Classification 3 – Services and Charges	<u>(10,000)</u>
Total General Fund – HR	<u>(195,000)</u>

General Fund – Information & Technology Services

Classification 1 – Personnel Services	70,000
Classification 3 – Services and Charges	140,000
Classification 4 – Capital	<u>100,000</u>
Total General Fund – ITS	<u>310,000</u>

General Fund – Board of Public Safety

Classification 1 – Personnel Services	<u>200</u>
Total General Fund – Board of Public Safety	<u>200</u>

General Fund – Facilities Maintenance

Classification 1 – Personnel Services	23,000
Classification 2 – Supplies	(10,000)
Classification 3 – Services and Charges	30,000
Classification 4 – Capital	<u>(20,000)</u>
Total General Fund – Facilities Maintenance	<u>23,000</u>

General Fund – Planning and Transportation

Classification 2 – Supplies	(2,000)
Classification 3 – Services and Charges	<u>(29,000)</u>
Total General Fund – P&T	<u>(31,000)</u>

Grand Total General Fund (F101)

871,400

Public Safety Local Income Tax Fund - Police

Classification 2 – Supplies	(11,050)
Classification 3 – Services and Charges	<u>11,050</u>
Total Public Safety LIT	<u>-</u>

Grand Total Public Safety Local Income Tax Fund (F151)

-

**Non-Reverting Telecom Fund-
ITS**

Classification 3 – Services and Charges	(3,000)
Classification 4 – Capital	<u>3,000</u>
Total Non-Reverting Telecom	<u>-</u>

**Grand Total Non-Reverting
Telecom Fund (F401)**

-

**Alternate Transportation Fund –
Public Works**

Classification 1 – Personnel Services	4,500
Classification 2 – Supplies	10,500
Classification 3 – Services and Charges	<u>(15,000)</u>
Total Alt Transportation – Public Works	<u>-</u>

**Grand Total Alternate
Transportation Fund (F454)**

-

Parking Meter - Police

Classification 2 – Supplies	51,800
Classification 3 – Services and Charges	<u>(51,800)</u>
Total Parking Meter Fund - Police	<u>-</u>

**Grand Total Parking Meter Fund
(F455)**

-

Solid Waste Fund – Sanitation

Classification 1 – Personnel Services	30,000
Classification 2 – Supplies	(20,000)
Classification 3 – Services and Charges	<u>20,000</u>
Total Solid Waste - Sanitation	<u>30,000</u>

**Grand Total Solid Waste Fund
(F730)**

30,000

Risk Management Fund – Legal

Classification 1 – Personnel Services	2,000
Classification 2 – Supplies	(9,000)
Classification 3 – Services and Charges	<u>404,000</u>
Total Risk Management Fund –Legal	<u>397,000</u>

**Grand Total Risk Management
Fund (F800)**

397,000

Fleet Maintenance Fund – Fleet Maintenance

Classification 1 – Personnel Services	10,000
Classification 2 – Supplies	5,000
Classification 4 – Capital	<u>(15,000)</u>
Total Risk Management Fund –Legal	-

Grand Total Fleet Maintenance Fund (F802)

Cumulative Capital Development Fund – Public Works

Classification 2 – Supplies	(100,000)
Classification 3 – Services and Charges	<u>100,000</u>
Total Cumulative Capital Development Fund – Public Works	-

Grand Total Cumulative Capital Development Fund (F601)

Police Pension Fund- Controller

Classification 1 – Personnel Services	200
Classification 3 – Services and Charges	<u>(200)</u>
Total Police Pension Fund	-

Grand Total Police Pension Fund (F900)

Rental Inspection Program Fund – HAND

Classification 3 – Services and Charges	<u>232,000</u>
Total Rental Inspection Program Fund - HAND	<u>232,000</u>

Grand Total Rental Inspection Program Fund (F411)

Grand Total All Funds

1,530,400

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2020.

STEPHEN VOLAN, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2020.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2020.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance appropriates various transfers of funds within the Public Safety LIT Fund, Non Reverting Telecom Fund, Alternative Transportation Fund, Parking Meter Fund, Cumulative Capital Development Fund, Fleet Maintenance Fund, Police Pension Fund. It also appropriates additional funds from the General Fund, Rental Inspection Program Fund, Solid Waste Fund, and Risk Management Fund.



JOHN HAMILTON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JEFFREY H. UNDERWOOD
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Memorandum

To: Council Members
From: Jeffrey Underwood, CPA, Controller
Date: November 5, 2020
Re: Appropriation Ordinance 20-07

Appropriation Ordinance 20-07 is our comprehensive 2020 year-end appropriation. The total additional appropriation is \$1,530,400. This request covers 11 different funds of which only 4 funds are needing additional funds. The other 7 funds only request moving funds between major categories. This request can be broken down into 4 major components. The first relates to COVID-19 expenditures totaling \$549,000, the second relates to a need to appropriate and move funds from the General Fund into the Risk Management Fund totaling \$694,000 (\$397,000 in the Office of the Controller to be moved to Risk Management therefore the funds are appropriated twice), the third relates to Housing Inspection Funds and our annual appropriation and transfer into the General Fund totaling \$232,000 and finally an appropriation from the General Fund to be transferred to the Parks General Fund for their recover forward project from earlier this year totaling \$50,000. One other issue is related to an unforeseen situation that arose due to the number of payrolls that occur during a given year. In most years this works out to be 26 pay periods however every 4 to 5 years we will have 27 pay periods. 2020 of course would be the year with 27. We followed the instructions from our software company concerning how to budget for the additional pay period, however after the budget was approved and we implemented payroll for this year it was discovered that the software did not correctly calculate the amount needed. The error was identified and corrected by the company however it was too late for us to correct. For the most part departments have been able to cover this shortfall with other funds within their budget. Additional details on our request follows.

General Fund – Various The majority of this ordinance transfers appropriations between departments and categories in order to cover changes between the initial budget prepared, and actual operational results. Unlike previous years, the net effect on the actual appropriation from the General Fund is \$871,400. However, we will be transferring into the Fund as a result of this Ordinance \$549,000 in Covid-19 funding as a part of the State's and City's federal assistance. In addition, we will be transferring in \$232,000 from the Rental Inspection Fund for a total of \$781,000 which nets out to a net fiscal impact of \$90,000 from the General Fund balance. This ordinance will have no fiscal impact on the City's property tax rate.

- a. **Animal Care & Control** – the **Public Works Department** is requesting a \$25,000 transfer from Classification 3 – Services to Classification 1 – Personnel Services. This will assist in covering for the 27th pay period and higher than anticipated temporary salaries & wages.
- b. **Public Works Administration** – the **Public Works Department** is requesting a \$9,000 transfer from Classification 3 – Services to Classification 1 – Personnel Services to assist in covering costs for the 27th pay period. In addition, this request releases \$38,000 from Classification 3 - Services, as projected expenses will be below budget for 2020. The funds are being released to cover shortfalls in other General Fund departments.
- c. **Clerk** – the **Office of the Clerk** is requesting a \$2,500 transfer from Classification 3 – Services to Classification 1 – Personnel Services to assist in covering costs for the 27th pay period and increases in salaries for new personnel.
- d. **Community and Family Resources** – the Community & Family Resources Department is requesting a \$50,000 transfer from Classification 1 – Personnel Services to Classification 3 – Services. In addition, they are requesting an additional appropriation of \$104,000. The combination of these requests is an increase in their Classification 3 to appropriate \$100,000 to be used as the City's portion of funding for the County's COVID-19 testing facility. An additional \$54,000 is being requested to be used to fund the City's portion of a temporary Women's Winter Shelter.
- e. **Common Council** – the **Office of the Common Council** is requesting a \$6,800 transfer from Classification 3 – Services to Classification 1 – Personnel Services. In addition the office is requesting an additional appropriation of \$3,200 in Classification 1 – Personnel Services. The combination of this transfer and additional funds will assist in covering costs for the 27th pay period.
- f. **Controller** – the **Office of the Controller** is requesting a \$50,000 transfer from Classification 1 – Personnel Services to Classification 3 – Services. In addition the office is requesting an additional appropriation of \$397,000 in Classification 3 – Services. The combination of this transfer and additional appropriation will be used to transfer funds to the Risk Management Fund and the Parks General Fund.
- g. **Economic & Sustainable Development** – the Economic & Sustainable Department is requesting to release \$20,000 from Classification 1 – Personnel Services and \$40,000 from Classification 3 – Services. These savings are the result of positions that were vacant during the year and services/programs that were not able to be held due to COVID-19 restrictions. The funds are being released to cover shortfalls in other General Fund departments.

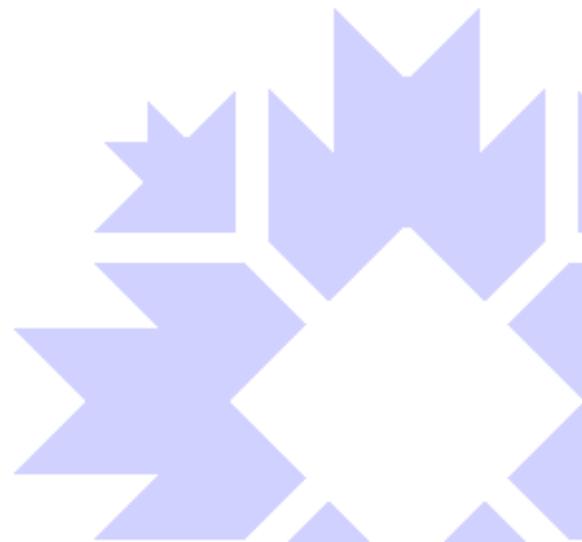
- h. **Fire** – the Fire Department is requesting a transfer of \$175,000 from Classification 3 – Services to Classification 1 – Personnel Services. In addition the department is requesting an additional appropriation of \$60,000 in Classification 1 – Personnel Services. The combination of this transfer and additional funds will assist in covering costs for the 27th pay period and additional overtime needed to cover for COVID-19 absences.
- i. **Legal** – the **Legal Department** is requesting a \$5,000 from Classification 3 – Services to Classification 1 – Personnel Services. This transfer will assist in covering the costs for the 27th pay period. The department is also requesting to release \$1,000 from Classification 2 – Supplies and an additional \$10,000 from Classification 3 – Services. The \$11,000 net decrease in funds is being released to cover shortfalls in other General Fund departments.
- j. **Mayor** – the **Office of the Mayor** is requesting a \$26,000 transfer from Classification 3 – Services to Classification 1 – Personnel Services. In addition the office is requesting an additional appropriation of \$4,000 in Classification 1 – Personnel Services and \$2,200 in Classification 2 – Supplies. The net increase of \$6,200 will be used to assist in covering costs for the 27th pay period as well as funding for additional supplies to cover for COVID-19 expenditures.
- k. **Police** – the **Police Department** is requesting a \$9,200 transfer from Classification 3 – Services to Classification 2 – Supplies. This transfer will assist in covering costs associated to supplies needed due to COVID-19. The office is also requesting a transfer of \$9,000 from Classification 4 – Capital to Classification 2 – Supplies to cover repairs to damaged vehicles. In addition the office is requesting an additional appropriation of \$275,000 in Classification 1 – Personnel Services. These funds will be used to cover for COVID-19 overtime and absences as well as costs related to the contract between the City and the Police Union which was ratified after the 2020 budget was adopted. Additionally the department is requesting an additional appropriation of \$27,800 in Classification 2 – Supplies to cover additional supplies needed due to COVID-19.
- l. **Human Resources** – the **Human Resources Department** is requesting to release \$185,000 from Classification 1 – Personnel Services and \$10,000 from Classification 3 – Services. The bulk of the released funds related to funds that were budgeted in Classification 1 – Personnel Services for the final implementation from the results of the Salary study. The total of \$195,000 is being released to cover shortfalls in other General Fund departments.

- m. **Information Technology** – the office of Information Technology Services is requesting an additional appropriation of \$70,000 in Classification 1 – Personnel Services, \$140,000 in Classification 3 – Services and \$100,000 in Classification 4 – Capital for a total request of \$310,000. The request for Classification 1 – Personnel will assist in covering costs for the 27th pay period as well as funding for a position created and filled mid-year. The remaining request will be used to cover cost related to equipment and services needed to serve employees working remotely due to COVID-19 restrictions.
 - n. **Board of Public Safety** – the **Legal Department** is requesting an additional appropriation of \$200 in Classification 1 – Personnel Services. The additional funds will be used to assist in covering costs for the 27th pay period.
 - o. **Public Works Facilities Maintenance** – the **Public Works Department** is requesting a \$10,000 transfer from Classification 2 – Services and \$20,000 from Classification 4 to Classification 2 – Services. These transfers will be used for ongoing repairs and maintenance to the Showers City Hall HVAC systems. In addition the department is requesting an additional appropriation of \$23,000 in Classification 1 – Personnel Services. These additional funds will assist with additional temporary staff as a part of the brighten B-town project and assist in covering costs for the 27th pay period.
 - p. **Planning & Transportation** – the **Planning & Transportation Department** is requesting to release of \$2,000 from Classification 2 – Supplies and \$29,000 from Classification 3 – Services. This release of funds is mainly due to a reduction in the use of supplies along with travel & training due to the restrictions created by COVID-19. The total of \$31,000 in funds is being released of to cover shortfalls in other General Fund departments.
2. **Public Safety Local Income Tax Fund – Central Dispatch** is requesting an \$11,050 transfer of funds from Classification 2 – Supplies to Classification 3 – Services. This transfer is needed to pay for needed unanticipated repairs to HVAC and related systems. There is no fiscal impact due to this request.
 3. **Non Reverting Telecommunications Fund** – the **Information Technology Services Department** is requesting a transfer of \$3,000 from Classification 3 – Services to Classification 4 – Capital. This will cover the purchase of equipment to assist with staff working remotely due to Covid-19. There is no fiscal impact due to this request.
 4. **Alternative Transportation Fund** – the **Police Department** – is requesting a transfer \$15,000 from Classification 3 - Services to Classification 1 – Personnel Services - \$4,500 to cover 27th pay period and to Classification 2 – Supplies to cover higher than expected credit card fees from payments for permits. There is no fiscal impact due to this request.

5. **Parking Meter Fund** – the **Parking Service Division** is requesting a transfer of \$51,800 from Classification 2 – Supplies to Classification 3 – Services. This will cover costs associated with transitioning staff and equipment from the Police Department to the Parking Services Division. There is no fiscal impact due to this request.
6. **Sanitation Fund** – the **Public Works Department** is requesting an additional appropriation of \$30,000 increase in Classification 1 – Personnel Services to cover the need to employ 2 additional temporary employees needed to cover absences related to COVID-19. They are also requesting a transfer of \$20,000 from Classification 2 – Supplies to Classification 3 – Services. This will be used to cover fees related to increases in solid waste and recycling tonnages related to shelter in place restrictions due to COVID 19. There is no fiscal impact due to this request as the additional funds have been previously budgeted for in the General Fund.
7. **Risk Management Fund** – the **Legal Department** is requesting a transfer of \$2,000 from Classification 2 – Supplies to Classification 1 – Personnel Services to cover costs related to the 27th pay period. They are also requesting a transfer of \$7,000 from Classification 2 – supplies and an additional appropriation of \$397,000 to cover the settlement of 2 long standing serious worker compensation cases. There is no fiscal impact due to this request as the funds will be transferred in from the General Fund.
8. **Fleet Maintenance Fund** – the **Public Works Department** is requesting a transfer of \$10,000 from Classification 3 – Services to Classification 1 – Personnel Services to cover costs related to the need for an additional temporary employee to cover an increase in repair and maintenance services and a transfer of \$5,000 from Classification 3 – Services to Classification 2 – Supplies to cover costs related to purchase additional small tools and equipment. There is no fiscal impact due to this request.
9. **Cumulative Capital Development Fund** – the **Public Works Department** is requesting to transfer \$100,000 from Classification 2 – Supplies to Classification 3 – Services to accommodate the contracting of companies to provide services related to the Neighborhood Sidewalk repair program. There is no fiscal impact due to this request.
10. **Police Pension Fund** – the **Controller Office** is requesting a transfer of \$200 from Classification 3 – Services to Classification 1 – Personnel Services to cover costs related to the 27th pay period. There is no fiscal impact due to this request.

11. Rental Inspection Program – HAND In 2012 the state legislature created new rules regarding rental inspection programs. This requires the City to deposit receipts from the program in a designated fund. As of September 30, that fund has collected approximately \$232,000 for the 11 prior months. Although the revenue is now accounted for in the new fund, expenses for the program are still appropriated in the general fund. As such, we will be creating an invoice to reimburse the general fund from the rental inspection program fund. There is no fiscal impact to this fund as this is simply a transfer of revenues collected in this fund to the General Fund where the expenses for the program are budgeted and paid. This has a positive fiscal impact of \$232,000 to the General Fund.

Thank you for your consideration of this request. As always, I am happy to answer questions related to this request.





MEMO FROM COUNCIL OFFICE ON:

Ordinance 20-28 – To Amend the City of Bloomington Zoning Maps by Rezoning 7.22 Acres of Property from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS). Re: 301 E. Brownstone Drive (The Standard at Bloomington, LLC, Petitioner)

Synopsis

Ordinance 20-28 would rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS)

Relevant Materials

- Ordinance 20-28
- Certification of Ord 20-28 by Plan Commission
- Staff Memo from Eric Greulich, Senior Zoning Planner
- Map of Zoning for Surrounding Parcels
- Aerial Map of Surrounding Area
- Petitioners' Statement
- Description of Architectural Character
- Illustrative Site Plan Context
- Elevations
- Conceptual Off-Site Utility Improvement Plan
- Bloomington Transit Route Map
- Images of Existing Brownstone Terrace Apartments Photos
- Illustrative Site Plans
- Fiscal Impact Statement forthcoming

Certified by Plan Commission

Certified by the Plan Commission on October 21, 2020 with a favorable recommendation (9-0) with the condition that Petitioner must coordinate with Bloomington Transit on the incorporation of a shuttle pick-up and shuttle service. No private shuttle service is allowed.

Summary

The Council's review of a proposal to change the city's zone maps is guided by state statute.¹ Within ninety (90) days after such a proposal is certified to the Council by the Plan Commission, the Council may adopt or reject the proposal.² If the Council fails to act on the proposal within 90 days after certification (by January 20, 2021), the ordinance would take effect as if it had been adopted as certified by the Plan Commission.³

In preparing and considering proposals Council shall pay reasonable regard to the following⁴:

¹ IC 36-7-4 et. seq.

² IC 36-7-4-608(f)

³ IC 36-7-4-608(f)(4)

⁴ IC 36-7-4-603



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

- the [comprehensive plan](#);
- current conditions and the character of current structures and uses in each district;
- the most desirable use for which the land in each district is adapted;
- the conservation of property values throughout the jurisdiction; and
- responsible development and growth.

Contact

Eric Greulich, Senior Zoning Planner, greulice@bloomington.in.gov, (812) 349-3423

ORDINANCE 20-28

TO AMEND THE CITY OF BLOOMINGTON ZONING MAPS BY REZONING 7.22 ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) TO MIXED-USE STUDENT HOUSING (MS) - Re: 301 E. Brownstone Drive (The Standard at Bloomington, LLC, Petitioner)

- WHEREAS, Ordinance 20-06, which repealed and replaced the official zoning map within Title 20 of the Bloomington Municipal Code Entitled, “Unified Development Ordinance”; and
- WHEREAS, the Plan Commission has considered this case, ZO-20-20, and recommended that the petitioner, The Standard at Bloomington, LLC, be granted an approval to rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS); and
- WHEREAS, the Plan Commission therefore requests that the Common Council consider this petition;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Through the authority of IC 36-7-4 and pursuant to Chapter 20.04 of the Bloomington Municipal Code, the zoning for the property located at 301 E. Brownstone Drive shall be amended to be zoned as Mixed-Use Student Housing. The property is further described as follows:

PART OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH WALNUT STREET AND EAST FOURTEENTH STREET, THENCE SOUTH 00 DEGREE 26 MINUTES 16 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE EAST LINE OF SAID NORTH WALNUT STREET 254.91 FEET TO THE NORTH LINE OF THE INDIANA RAIL ROAD COMPANY PER DEED BOOK 323, PAGE 244, THE NEXT (6) COURSES ARE ALONG SAID NORTH LINE; (1) THENCE NORTHEASTERLY 48.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1037.45 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST 48.27 FEET; (2) THENCE SOUTH 89 DEGREES 21 MINUTES 35 SECONDS EAST 154.78 FEET; (3) THENCE NORTHEASTERLY 62.88 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.25 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 85 DEGREES 38 MINUTES 25 SECONDS EAST 62.80 FEET; (4) THENCE NORTH 80 DEGREES 38 MINUTES 24 SECONDS EAST 12.96 FEET; (5) THENCE NORTHEASTERLY 66.36 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 380.25 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 85 DEGREES 38 MINUTES 23 SECONDS EAST 66.28 FEET; (6) THENCE SOUTH 89 DEGREES 21 MINUTES 35 SECONDS EAST 882.27 FEET TO THE WEST LINE OF NORTH DUNN STREET; THENCE NORTH 00 DEGREES 43 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 267.60 FEET TO THE SOUTH LINE OF THE AFORESAID EAST FOURTEENTH STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST ALONG SAID SOUTH LINE 1221.50 FEET TO THE POINT OF BEGINNING, CONTAINING 7.22 ACRES, MORE OR LESS.

Subject to any and all easements, agreements, and restrictions of record.

SECTION 2. This rezoning shall be approved as attached hereto and made a part thereof.

SECTION 3. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2020.

STEPHEN VOLAN, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2020.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2020.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

Ordinance 20-28 would rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS).

****ORDINANCE CERTIFICATION****

In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 20-28 is a true and complete copy of Plan Commission Case Number ZO-20-20 which was given a recommendation of approval by a vote of 9 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on October 12, 2020.

Date: October 21, 2020



 Scott Robinson, Secretary
 Plan Commission

Received by the Common Council Office this 21st day of October, 2020.



 Nicole Bolden, City Clerk

Appropriation Ordinance #	Fiscal Impact Statement Ordinance #	Resolution #
_____	_____	_____

Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure	_____	Emergency	_____
Unforeseen Need	_____	Other	_____

Funds Affected by Request:

Fund(s) Affected	_____	_____
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/-)	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes _____ No _____

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

Interdepartmental Memo

To: Members of the Common Council
From: Eric Greulich, Senior Zoning Planner
Subject: ZO-20-20
Date: October 20, 2020

Attached are the staff report, petitioner's statement, maps, and exhibits which pertain to Plan Commission case ZO-20-20. The Plan Commission heard this petition at the October 12, 2020 hearing and voted 9-0 to send this petition to the Common Council with a favorable recommendation. The Plan Commission report is attached.

REQUEST: The petitioner is requesting to rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS).

BACKGROUND:

Area:	7.22 acres
Current Zoning:	Planned Unit Development (PUD)
Comp Plan Designation:	Mixed Urban Residential
Existing Land Use:	Dwelling, Multifamily
Proposed Land Use:	Dwelling, Multifamily
Surrounding Uses:	North – Dwelling, Multifamily and Single family South – Railroad/Single family residences East – Duke electric substation/Single family residences West – Dwelling, multifamily residences/Mixed-Use

REPORT: This 7.22 acre property is located at 301 E 14th Street. The site is bounded by 14th Street along the north property line, Indiana Rail Road tracks to the south, and Dunn Street to the east. Surrounding land uses include a railroad line to the south, single and multifamily (Terra Trace apartments) residences to the north, multifamily residences and mixed-use commercial buildings to the west, and a Duke substation to the east. This site is adjacent to the locally designated Garden Hill historic district just to the north. The property is currently developed with a multifamily residential development that was approved as a Planned Unit Development (PUD-73-83). There are no known sensitive environmental constraints on this property. The site has approximately 50' of elevation change from the east end of the site to the west end of the site.

The petitioner is requesting to rezone the property from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS). If approved, the petitioner would remove all of the current structures and construct a new student oriented, multifamily development with 433 units and 1,072 bedrooms. The conceptual site plan shows six and five-story buildings that would feature a parking garage with 681 parking spaces. The project would also commit to providing a minimum of 15% of the bedrooms on site as workforce housing units, an agreement that was discussed before the passage of the new UDO. No site plan approval is being requested or given at this time, only the request to rezone the property.

COMPREHENSIVE PLAN: The Comprehensive Plan designates this site as 'Mixed Urban Residential' and acknowledges that within this district the majority of centrally located neighborhoods have been built out, so major changes will occur with redevelopment and property

turnover. The Comprehensive Plan notes that this district includes both single-family residences and larger 2-4 story apartment buildings and that densities are higher in this district than the Neighborhood Residential areas. In regards to Land Use Development Approvals, the Comprehensive Plan states that a few locations may support increases in density and multifamily residential uses when adjacent to higher volume roads, or near major destinations, or located along neighborhood edges that may support small-scaled neighborhood mixed uses (see Urban Village Center). This site is located along the neighborhood edge and 14th Street is a more heavily traveled corridor than parallel streets to the north. Although the site is adjacent to the locally designated Garden Hill historic district and predominant single family neighborhood to the north, there is a high density multifamily development (Terra Trace) immediately to the north of this site and the land uses south of 14th Street are all multifamily. Additionally, the site is within walking distance of the IU campus. Other areas of guidance include-

- Historic designations are common within this district, and adjacent infill activities must respect the historic character of adjacent properties. Vacant lots should be redeveloped with compatible infill that reflects the prevailing character of the neighborhood.
- Allow context sensitive multifamily redevelopment along higher volume roads, along district edges, and near major destinations when appropriately integrated with adjacent uses and styles.
- Support incentive programs that increase owner occupancy and affordability (including approaches promoting both permanent affordability and home ownership for all income levels).
- Promote neighborhood enhancements of public improvements such as sidewalks, streetlights, street trees and landscaping, and playgrounds and play areas.
- Preserve, repair, or upgrade the capacity of aging utilities and sidewalks within the district.
- The close proximity to the downtown, Indiana University, and area employers, along with good access to urban services, makes this district a priority area for affordable housing initiatives.

Additional areas of importance within the Comprehensive Plan that relate to the appropriate location of student housing within the community include-

- Policy 4.4.4: Until such time as a reasonable balance of different housing types is achieved in the Downtown and nearby areas, strongly discourage new student-oriented housing developments in these areas.
- Policy 5.2.1: Evaluate all new developments and redevelopments in light of their potential to positively or adversely impact the overall health and well-being of the people who live in the surrounding neighborhood.
- Policy 5.3.4: Redirect new student-oriented housing developments away from the Downtown and nearby areas, and toward more appropriate locations closely proximate to the IU campus that already contain a relatively high percentage of student-oriented housing units, are within easy walking distance to the campus, and have direct access to university-provided parking as well as the university transit system.

This location is also adjacent to the Gateway North district which is the complement to the Gateway South Focus Area. It provides an important transition and gateway into the Downtown from the SR45/46 Bypass to approximately 14th Street. Due to its close proximity to Indiana University, the

character of this Focus Area can support the diversification of housing types, including, but not limited to, multifamily residential and commercial uses- such as student housing and service facilities.

20.06.070(b)(3)(E)(i)(1) ZONING MAP AMENDMENT PLAN COMMISSION REVIEW AND RECOMMENDATION:

The following criteria are those that the Plan Commission must consider when reviewing a zoning map amendment request. The Department will provide specific proposed findings before the required second hearing, but preliminarily believes that the petition will meet these requirements.

[a] The recommendations of the Comprehensive Plan;

Adopted Finding: The Comprehensive Plan designates this property and surrounding area as ‘Mixed Urban Residential.’ The Comprehensive Plan encourages the diversification of student housing in areas of the community outside of the Downtown and specifically identifies the areas south of the Bypass to 14th Street as locations that are appropriate for student housing.

[b] Current conditions and character of structures and uses in each zoning district;

Adopted Finding: The current use of this property is a high density multifamily development that is predominantly student oriented. The proposed use would match that of the Mixed-Use Student Housing District and the UDO has identified the purpose of the MS district as:

The MS district is intended to accommodate an adequate supply and mix of housing opportunities for students in areas adjacent or within easy walking distance to campus and along nearby commercial corridors and with easy access to campus-serving public transit and to university-provided parking, such as the area located directly west, southwest, and northwest of Memorial Stadium. The district is intended to have a high percentage of student-oriented housing units, including larger developments that might not be permitted in other districts, but not totally exclusive of other types of residential housing units. This district should not be located in close proximity to the MD district but may also provide MS related commercial and retail-supportive uses.

[c] The most desirable use for which the land in each zoning district is adapted;

Adopted Finding: The Comprehensive Plan identifies this area as a location that is ideal for student housing and this site has already been developed with a high density, student oriented housing development. In addition, there are high density, multi-family residential apartments immediately to the north that are also predominantly student oriented. The location of railroad tracks along the south property line provides an ideal buffer and transition area for this property and land use. This property is a desirable location for this proposed land use since it is close to campus, has existing Bloomington Transit service, good pedestrian access, and is adjacent to other high density student oriented development. In addition, this location

has been reviewed for inclusion on the proposed updates to the overall City zoning maps to rezone to MS for student housing.

[d] The conservation of sensitive environmental features;

Adopted Finding: There are no known sensitive environmental features on this site which makes this property ideal for redevelopment opportunities and for a high density project.

[e] The conservation of property values throughout the jurisdiction; and

Adopted Finding: This proposed rezoning is not expected to have any negative impacts on adjacent property values. The property to the south is occupied by the Rail Road Company and adequately buffers this property from residences to the south. The properties to the north are predominately student oriented, high density projects that should not be negatively impacted by this project.

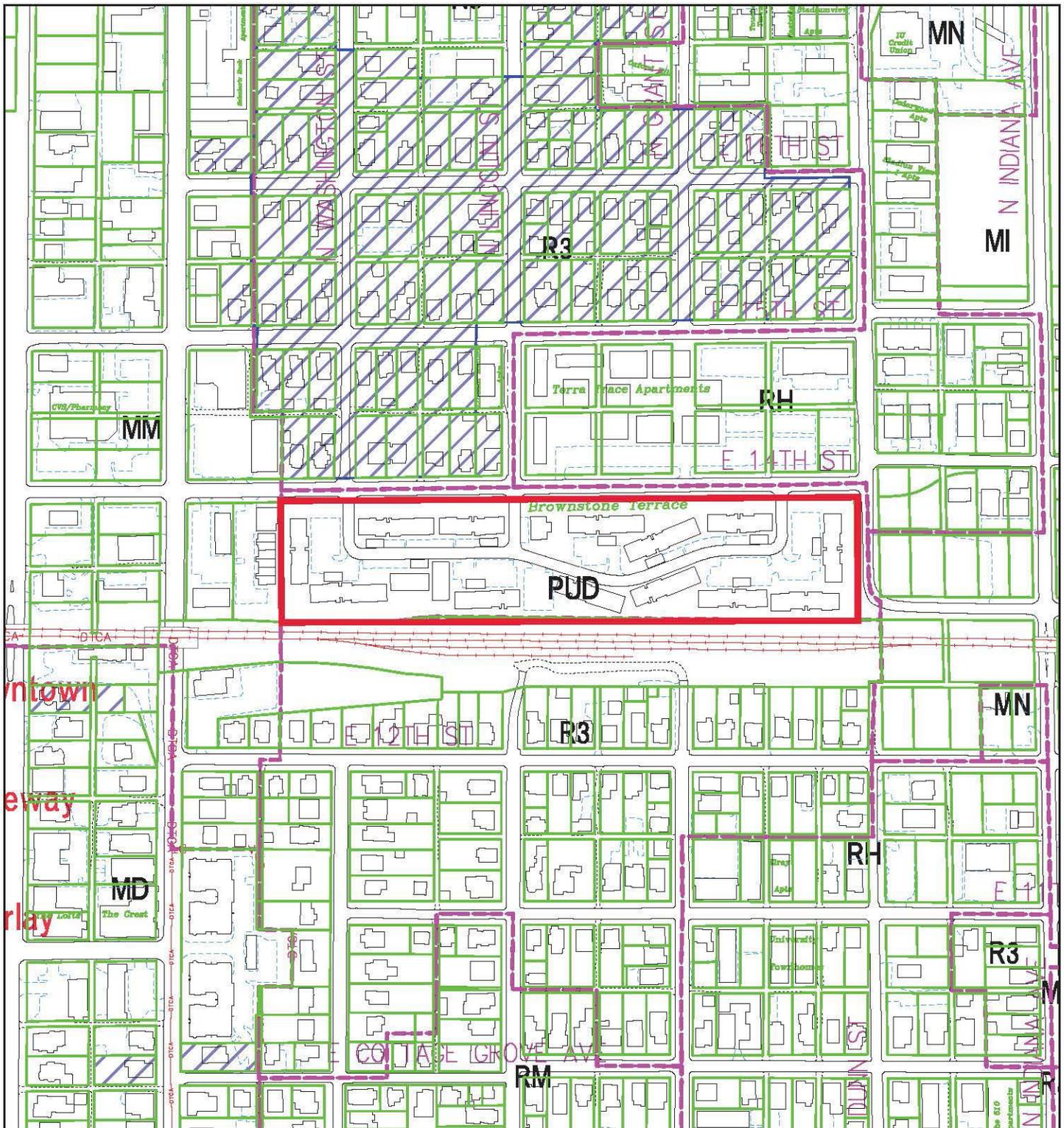
[f] Responsible development and growth

Adopted Finding: The diversification of locations for student housing within the community allows for responsible development and growth by placing this unique land use in close proximity to the campus and adjacent to other similar land uses. The Comprehensive Plan encourages the placement of student housing outside of the Downtown and identifies this area as an ideal location.

CONCLUSION: The Plan Commission found that there are several areas of the Comprehensive Plan that support rezoning this property to the Mixed-Use Student Housing District (MS). The conceptual site plan would meet all of the standards of the zoning district and would match the intent of the MS district. While the project is large, the Plan Commission believes that this location is ideal for redevelopment and intensification because of its proximity to the IU campus and the characteristics of its surroundings.

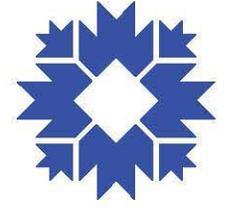
RECOMMENDATION: The Plan Commission voted 9-0 to forward this petition to the Common Council with a favorable recommendation and the following condition:

1. The petitioner must coordinate with Bloomington Transit on the incorporation of a shuttle pick-up and shuttle service. No private shuttle service is allowed.



downtown
 highway
 railway

City of Bloomington
 Planning & Transportation



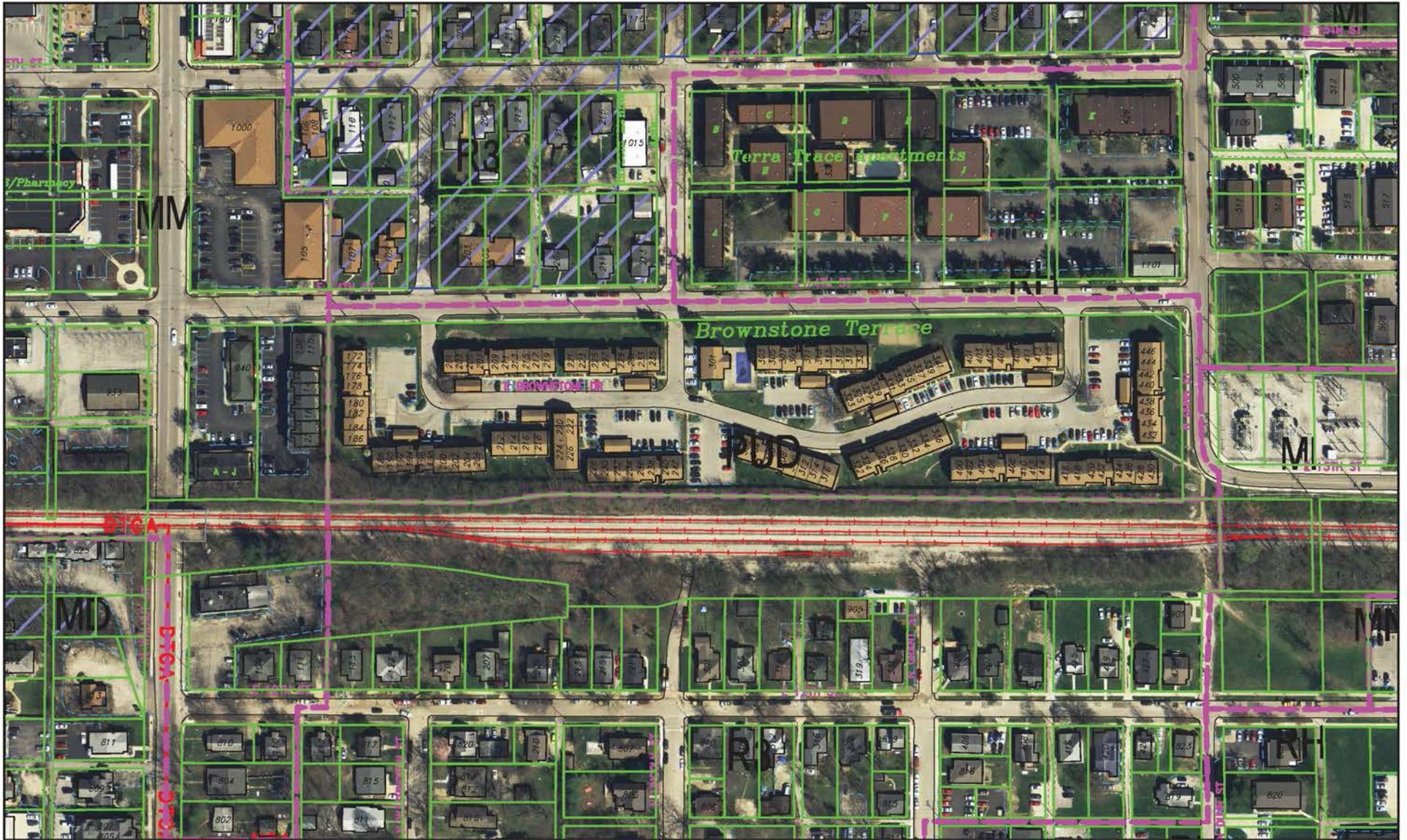
N

Scale: 1" = 300'

By: greulice
 3 Aug 20



For reference only; map information NOT warranted.



By: greulice
3 Aug 20



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation

Scale: 1" = 200'



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don Kocarek, R.L.A.
Stephen L. Smith, P.E., P.L.S.

“Providing professional land planning, design, surveying and approval processing for a quality environment”

August 31, 2020

City of Bloomington Plan Commission
City of Bloomington Planning & Transportation Department
Showers Building Suite 130
401 N Morton St
Bloomington, Indiana 47404

Dear Eric and Members of the Plan Commission,

For your consideration, The Standard at Bloomington, LLC is filing for an amendment to the zoning map for a property located at 301 E Brownstone Dr currently known as “Brownstone Terrace Apartments”. The request is to rezone from the current designation of Planned Unit Development (PUD) to Mixed-Use Student Housing (MS).

Landmark Properties, the owner and developer for this project, is a vertically integrated real estate company that specializes in developing and managing Class A student housing projects under their flagship brand, “The Standard.” Landmark was the most active student developer in the United States for two of the last three years, and they owe much of that success to their direct involvement in all phases of our projects, including:

- Providing our own cash to invest in projects
- Serving as developer through the entitlement and construction process
- Providing in-house general contractor services in certain markets
- Running marketing, lease-up, and operations with our in-house, management company

Their projects are tailored to the student community with amenities, finishes, and locations unrivaled by traditional student apartments and dormitories. We believe the Bloomington community can greatly benefit from strategically located, purpose-built student housing that encourages pedestrian traffic to and from campus. In other towns, their projects have been well received by members of the community because they:

- bring student renters out of local, single-family homes
- concentrate them in a way that actually improves relations with local residents
- provide a meaningful contribution to the tax base
- redevelop sites that are frequently blighted

The decision to rezone rather than amend the existing PUD was based on guidance from planning staff and the text of the new UDO which states that a “...*proposed PUD could not be developed using conventional zoning districts or standards established in this UDO*”. The MS district was selected because the desired redevelopment of the site could meet all of the standards established in the new UDO for the MS district. The location of the site fits well with the description of the district as listed in the UDO:



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don Kocarek, R.L.A.
Stephen L. Smith, P.E., P.L.S.

“Providing professional land planning, design, surveying and approval processing for a quality environment”

“The MS district is intended to accommodate an adequate supply and mix of housing opportunities for students in areas adjacent or within easy walking distance to campus and along nearby commercial corridors and with easy access to campus-serving public transit and to university-provided parking, such as the area located directly west, southwest, and northwest of Memorial Stadium. The district is intended to have a high percentage of student-oriented housing units, including larger developments that might not be permitted in other districts, but not totally exclusive of other types of residential housing units. This district should not be located in close proximity to the MD district but may also provide MS related commercial and retail-supportive uses.”

The Comprehensive Plan identifies the site as Mixed Urban Residential. The plan states that *“A few locations may support increases in density and multifamily residential uses when adjacent to higher volume roads, or near major destinations”*; *“Allow context sensitive multifamily redevelopment along higher volume roads, along district edges, and near major destinations when appropriately integrated with adjacent uses and styles”*; *“The close proximity to the downtown, Indiana University, and area employers, along with good access to urban services, makes this district a priority area for affordable housing initiatives”*. This project’s location near the Walnut St thoroughfare, directly adjacent to Indiana University, and along the edge of the Mixed Urban Residential district as well as the inclusion of an affordable housing component fits well with the direction given in the Comprehensive Plan.

If the Zoning Map Amendment request is approved, the developer’s plan is to demolish the existing 121 unit / 232 bed multifamily residential development and construct a new 440 unit / 1,061 bed multifamily housing development consisting of three buildings and a parking garage.

Commitments

- Affordable Housing - Due to the importance of affordable housing in this area, a Tier 1 affordable housing commitment has voluntarily been made with the City’s Housing and Neighborhood Development department.
- Building Height – The MS Zone allows for a maximum of 6 stories (not to exceed 75 feet). With the Tier 1 affordable housing incentive, 7 stories (not to exceed 87 feet) is permitted. This project will commit to a maximum of 6 stories (not to exceed 75 feet).

Location

The project is located on a 7.22 acre parcel that is currently known as the “Brownstone Terrace Apartments”. The site is located within the Garden Hill neighborhood. Directly adjacent to the site to the south is the Indiana Rail Road, an active railway corridor. Beyond that is the largely single family residential Old Northeast neighborhood, zoned R3. Directly adjacent to the west is multifamily residential, zoned Mixed-Use Medium Scale (MM). North of the site is E 14th St, and across the street is single family residential (zoned R3) as well as multifamily residential (zoned RH), all within the Garden Hill neighborhood. To the



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don Kocarek, R.L.A.
Stephen L. Smith, P.E., P.L.S.

“Providing professional land planning, design, surveying and approval processing for a quality environment”

east is N Dunn St, and across the street is a Duke Energy electric power substation and vacant property owned by Indiana University, all zoned Mixed-Use Institutional (MI).

Utilities

Preliminary coordination with the City of Bloomington Utilities has identified two off site improvements that will be necessary for the city to adequately serve the new project. The petitioner has committed to making these improvements as part of this project. A new water main in E 14th St between N Walnut St and N Dunn St will replace the existing 6” water main that was installed in 1937. A new sanitary sewer main in N Walnut St between approximately E 15th St and E 17th St will upsize the existing sanitary sewer main. The existing storm sewer located near the northwest corner of the site in 14th street will be extended east and all stormwater runoff from the project site will be properly managed on site with approval from the City of Bloomington Utilities Department in order to not overwhelm the city storm sewer.

Fire Protection

Preliminary coordination with City of Bloomington Fire Department has identified necessary fire access drives that have been incorporated into the project. The upgraded water main along E 14th St will provide adequate hydrant coverage for fire suppression.

Vehicle Parking

The proposed parking garage will have 679 parking spaces (0.64 spaces per bedroom). The UDO calls for a minimum of 0.50 spaces per bedroom and a maximum of 0.75 spaces per bedroom. The garage will also include electric vehicle charging stations as required by the UDO and solar panels to power the garage lighting.

Bicycle & Electric Scooter Parking

The project will provide the 212 required bicycle parking spaces including long term class I parking within the parking garage. Every entrance to the building will have both bicycle and electric scooter parking within 50 feet of the entrance to accommodate short term bicycle and electric scooter parking needs.

Public Transportation

Bloomington Transit. The project is currently served by Bloomington Transit’s #1 bus route (which stops directly adjacent to the project site along E 14th St) and the #6 route with runs along N College Ave and N Walnut St (about two and a half blocks from the project site). The #6 route provides frequent service with buses running every 20 minutes. Bloomington Transit has confirmed that the #1 route will be relocated to the N College Ave and N Walnut St corridor beginning in January 2021. The #6 route will remain the same. These routes will both still be within easy walking distance of the project site when the Bloomington Transit route optimization takes effect in January 2021. We will coordinate possible upgrades to the nearby bus stops on N College Ave and N Walnut St as part of this project.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don Kocarek, R.L.A.
Stephen L. Smith, P.E., P.L.S.

“Providing professional land planning, design, surveying and approval processing for a quality environment”

IU Bus. The IU Campus shuttle from the stadium takes riders directly to the Union or to 10th and 3rd Streets on a regular basis. The Standard residents could board those buses at the stadium or at Luddy Hall, each a little more than a 5-minute walk from The Standard. The shuttle is very heavily used by students in the 17th Street area and by the park and ride at the stadium.

Pedestrian Improvements and Connectivity

The City’s Transportation Plan identifies E 14th St as a Neighborhood Connector (NC) and N Dunn St as General Urban (GU). As identified in the Transportation Plan for these street typologies, the sidewalks adjacent to the project site will be improved. E 14th St will be improved to have a seven foot wide walk and N Dunn St will be improved to have a ten foot wide walk.

It is anticipated that a majority of the future residents at this project site will be affiliated with the Indiana University campus community and will make at least one if not several trips to the campus and downtown areas most days. Due to the lack of available parking on campus, it is anticipated most of these trips will be made via walking, cycling, scootering, or public transit. The existing Brownstone Terrace Apartments generates frequent pedestrian trips to and from the campus areas and it is expected that the number of these trips will increase with the completion of this proposed project. The primary pedestrian route from the site appears to be east along E 13th St and then south along N Indiana Ave with traffic dispersing to the east depending on destination. E 13th St and N Indiana Ave appear to already have sidewalks on both sides of the streets to accommodate this pedestrian traffic. Nearly all classroom buildings are within ½ to ¾ mile, a ten to fifteen minute walk from The Standard.

Vehicular Traffic

This area within the community close to campus is favorable for student housing in large part because students here are close to campus within easy walking distance and are served by excellent transit. Vehicular trip generation from this project will be much less than from a similar project distant from campus and without efficient transit service.

Counts of the am and pm peak hours at Brownstone were made by Smith Brehob and Associates in 2016 as part of another nearby student housing project. Those counts are the basis for traffic projections for The Standard project (see attached spreadsheets). The Standard is expected to add about 800 daily trips to the about 3100 existing daily trips on 14th Street. These trips are quickly distributed to the College/Walnut one way pair to the west and to Indiana/Dunn to the east. Area streets have adequate capacity for this nominal increase. Projections for the am and pm peak hour turning movements are included in the spreadsheet.

Environmental Constraints

There are no known karst features, wetland areas, surface watercourses, floodways, or mature tree stands on site. The existing railway embankment (steep slope) will be not be



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don Kocarek, R.L.A.
Stephen L. Smith, P.E., P.L.S.

“Providing professional land planning, design, surveying and approval processing for a quality environment”

disturbed as part of this project. The existing fence along the railway embankment will be kept (or replaced in place as required) and none of the vegetated slope areas beyond this point are anticipated to be disturbed. Stormwater quality measures as required by the City of Bloomington Utilities Department will be installed and maintained as part of this project. Proper erosion and sediment control measures will be implemented during construction as required by the UDO, state, and federal regulations.

Neighborhood Meetings

Two neighborhood meetings have been held with various community members from both the Old Northeast neighborhood across the railroad tracks to the south and the Garden Hill neighborhood. Relevant design changes were made based off of the comments received at these meetings, including:

- Removal of amenity deck from roof of building
- Addition of enclosed courtyards
- Building broken up into three separate buildings
- Ground floor entrance units added
- Balconies facing Old Northeast neighborhood minimized
- Scooter parking and bike storage added
- Bus stops on E 14th St will be improved
- National Green Building Standard Silver design standards will be used
- Recycling on site
- Parking garage lights will be solar powered
- Affordable housing units will be spread throughout the property

Tentative Development Schedule

Spring 2022 - Begin Construction

Summer 2024 – Construction Complete

Development Review Committee

The project has received preliminary feedback from various city departments as part of the Development Review Committee review process. Below is a summary of changes made to address the feedback received:

- Added a 20ft wide north/south pedestrian and bicycle access easement in line with N Grant St to allow for a future planned city bicycle corridor along N Grant St
- Added an east/west sidewalk along the south side of building 3 to allow for on site pedestrian flow from buildings 1 and 2 to E 13th St
- Updated plans to show the required minimum of 5ft wide tree plot along all street frontages
- Updated plans to ensure compliance with the required landscape and impervious surface area requirements
- Added a potential retail component to building 3 at the corner of N Dunn St and E 14^h St



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don Kocarek, R.L.A.
Stephen L. Smith, P.E., P.L.S.

“Providing professional land planning, design, surveying and approval processing for a quality environment”

- Added areas of proposed right of way along N Dunn St and E 14th St in accordance with the city’s Transportation Plan

Attachments

1. Application
2. Legal Description
3. Architectural Character Narrative
4. Project Exhibits
5. Full Size Site and Utility Plans
6. ALTA Survey of Existing Property
7. Traffic Analysis Spreadsheet

Thank you for your careful consideration of this matter. We look forward to continue working with city officials and community members as we move through the review process.

Regards,



Kendall Knoke
Smith Brehob & Associates, Inc.
812-336-6536 Ext. 3
kknoke@smithbrehob.com

Description of Architectural Character

I. Context

The Standard at Bloomington project will consist of three inter-linked buildings located on a sloped site on off E. 14th St. between N. Dunn St and N. Walnut St in Bloomington, Indiana. The site is located approximately a quarter mile to the west of the Indiana University campus. The site is bounded by a mix of apartment buildings and single-family homes to the north and west, an electrical sub-station to the east and a railway to the south. The adjacent residential buildings range from one to three stories in height and consist of varied masonry and siding exterior materials.

II. Architectural Content

The proposed project consists of three residential student housing buildings containing 440 units and 1,061 beds. Building heights vary between four stories at the high point of the site to six stories at the low point of the site. Internal circulation between the buildings occur through elevated sky bridges at select locations that link the buildings together while also allowing the overall buildings to appear independent. A six-level wrapped parking garage for approximately 679 spaces, with access from the site's internal drives, provides the parking and bicycle requirements. The garage and rooftop mechanical units will be screened by liner units along E. 14th St. Limited exterior visitor parking will also be located on site. Pedestrian site circulation will be by way of an interconnected sidewalk system that links to the buildings as well as the adjacent pathways.

The exterior massing of the buildings step down E. 14th St. to work with the existing topography of the site. Building entries are framed by projected canopies and exterior signage to provide appropriate wayfinding. Internal driveways are provided and are located to align with the existing street grids of N. Lincoln St. and N. Grant St., to produce a connectivity with the neighboring community. Each building works in context of the other to create an active streetscape that utilizes masonry piers, material variations and color changes to produce a contextual environment. The architectural use of walk-up stoops and entries at the ground floor level along E. 14th St. also are used to give a sense of residential scale to the project. Enhanced landscaping of trees, shrubs and plantings occur along the sites boundary edge to provide a scenic buffer between the project and the neighboring community. A decorative screen wall and plantings are also used to screen the projects main exterior outdoor amenity space along the western edge of the site.

III. Materials and Finishes

Exterior materials will consist of various types of masonry, fiber cement, EIFS, metal panels, glass and precast trim. The design intent is to utilize material types and colors that provide commonality between the buildings while also

providing the opportunity for some design differentiation. The use of a more traditional material color palette was selected to create a more compatible textural environment. Material changes between the lower, mid portion and top of the buildings are used to breakdown the mass and provide an architectural scale to the buildings that is more in relationship to the surrounding neighborhood.



THE STANDARD AT BLOOMINGTON - View from E 14th St, Looking Southeast

07.23.2020

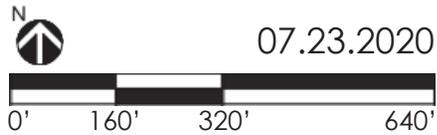


THE STANDARD AT BLOOMINGTON - Aerial View, Looking Southwest

07.23.2020



THE STANDARD AT BLOOMINGTON - Illustrative Site Plan Context



07.23.2020



TOTALS	UNIT TYPE	AREA	BEDS	BATHS	BLDG 1	LEVEL 0	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	UNIT COUNT	BED COUNT	MIX
STUDIO																		
S1	415	1	1	1	0	0	1	1	1	1	0	0	0	0	0	4	4	0.4%
S2	441	1	1	1	0	0	0	1	1	1	0	0	0	0	3	3	0.3%	
S3	438	1	1	1	0	0	0	1	1	1	1	1	1	1	4	4	0.4%	
S4	374	1	1	1	0	0	0	0	0	0	1	0	0	0	1	1	0.1%	
S5	371	1	1	1	0	2	2	0	4	2	2	2	2	2	14	14	1.3%	
S6.1 AFFORDABLE	341	1	1	1	0	0	3	4	10	10	7	7	7	7	41	41	3.9%	
S6.2 AFFORDABLE	315	1	1	1	0	0	0	0	5	5	5	5	5	5	20	20	1.9%	
ONE BEDROOM																		
A1	564	1	1	1	0	0	0	0	1	1	1	1	1	1	4	4	0.4%	
A2	686	1	1	1	0	0	0	0	1	0	0	0	0	0	1	1	0.1%	
A3	543	1	1	1	0	0	2	2	2	2	0	0	0	0	6	6	0.6%	
A4	558	1	1	1	0	0	0	0	0	1	1	1	1	1	3	3	0.3%	
A5	556	1	1	1	0	0	0	0	0	2	2	2	2	2	6	6	0.6%	
A6.1 AFFORDABLE	474	1	1	1	0	0	2	2	5	9	7	7	7	7	32	32	3.0%	
A6.2 AFFORDABLE	484	1	1	1	0	0	3	4	8	8	4	4	4	4	31	31	2.9%	
A6.3 AFFORDABLE	501	1	1	1	0	0	0	2	6	6	6	6	6	6	26	26	2.5%	
2 BEDROOM																		
B1.1	770	2	2	2	0	0	2	2	2	2	0	0	0	0	8	16	1.5%	
B1.2	777	2	2	2	0	0	0	1	2	2	2	2	2	2	9	18	1.7%	
B1.3	783	2	2	2	0	0	0	0	2	2	2	2	2	2	8	16	1.5%	
B2.1	826	2	2	2	0	0	3	3	3	3	0	0	0	0	12	24	2.3%	
B2.2	847	2	2	2	0	0	0	0	4	4	4	4	4	4	16	32	3.0%	
B3	834	2	2	2	0	0	1	2	2	2	0	0	0	0	7	14	1.3%	
B4	871	2	2	2	0	0	0	0	2	0	0	0	0	0	2	4	0.4%	
B5	912	2	2	2	0	0	0	0	0	0	0	1	0	0	1	2	0.2%	
B6 - AFFORDABLE	777	2	2	2	0	0	1	3	3	3	2	2	2	2	14	28	2.6%	
3 BEDROOM																		
C1	1119	3	3	3	0	0	0	0	0	2	2	2	2	2	6	18	1.7%	
C2	1127	3	3	3	0	0	0	0	2	2	2	2	2	2	8	24	2.3%	
C3	1251	3	3	3	0	0	0	0	0	0	1	0	0	0	1	3	0.3%	
TOTALS																		
4.2%																		

Unit Data

4 BEDROOM	UNIT	AREA	BEDS	BATHS	BLDG 1	LEVEL 0	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	UNIT COUNT	BED COUNT	MIX			
D1	1394	4	4	4	0	0	3	7	8	12	12	5	5	5	5	52	208	19.6%			
D1.1	1568	4	4	4	0	0	1	1	3	5	2	3	3	3	3	15	60	5.7%			
D1.2	1534	4	4	4	0	0	1	1	1	2	2	0	0	0	7	28	2.6%				
D3	1440	4	4	4	0	0	0	0	1	2	2	1	1	1	8	32	3.0%				
D4	1510	4	4	4	0	0	0	0	0	0	1	1	1	1	3	12	1.1%				
D5	1430	4	4	4	0	0	1	2	2	2	2	2	2	2	9	36	3.4%				
5 BEDROOM																					
E1	1665	5	5	5	0	0	1	3	5	12	12	8	8	8	49	245	23.1%				
E2	1691	5	5	5	0	0	0	0	1	2	2	2	2	2	9	45	4.2%				
TOTALS																					
27.3%																					
UNIT MIX																					
UNIT	0																				
BEDS	0	27	86	120	245	261	160	162											440	1061	100.0%

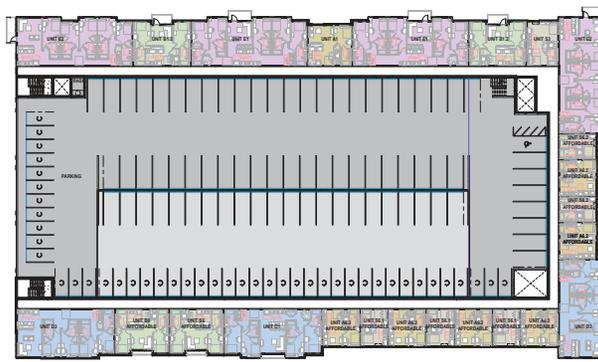
Unit Data Continued

TOTALS	GSF	Garage	Service	Spaces	Amenity	Lobby	Leasing	Retail	GRSF	NRSF
Level	15,019	0	0	0	14,495	0	0	0	524	0
Level	21,560	0	474	0	8,800	0	0	0	12,286	9,632
Level	85,780	16,473	7,407	60	517	0	2,129	0	39,254	31,591
Level	88,724	34,196	550	122	0	468	0	0	53,510	43,873
Level	150,602	34,196	1,121	122	2,675	559	0	700	112,051	89,908
Level	147,419	34,196	0	122	0	0	0	0	113,223	95,894
Level	105,559	34,196	0	122	0	0	0	0	71,363	59,375
Level	105,104	34,196	0	120	0	0	0	0	70,908	59,743
Level	4,460	4,460	0	11	0	0	0	0	0	0
Partial Totals		191,913	9,552	679	26,487	1,027	2,129	700	473,119	390,016
Total	704,927									

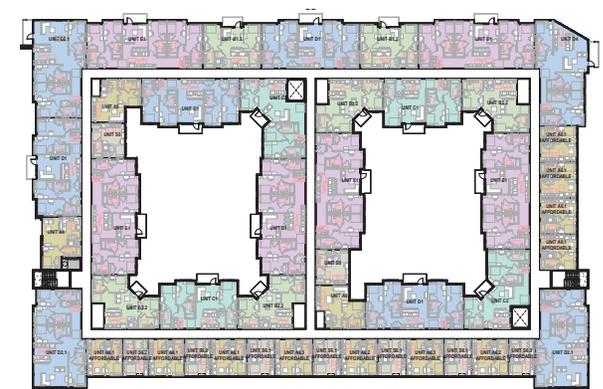
Building Data



Building 1



Building 2



Building 3

THE STANDARD AT BLOOMINGTON - Building Floor Plans



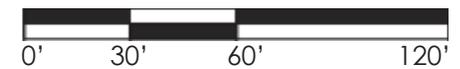
07.23.2020





THE STANDARD AT BLOOMINGTON - Building 1 Elevations

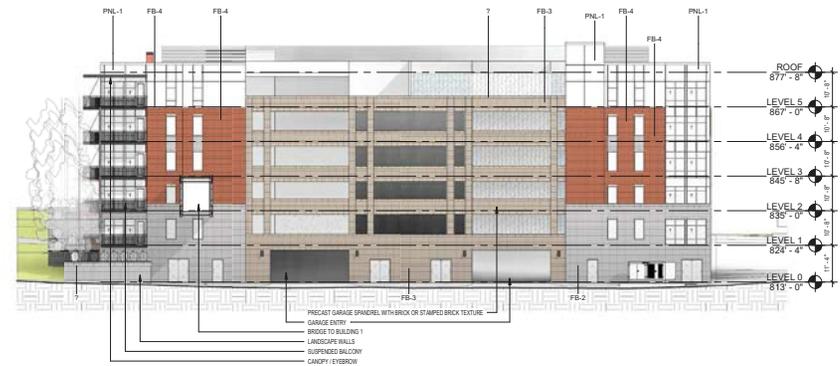
07.23.2020





MATERIAL LEGEND

- EPS-1 LIGHT EPS
- EPS-2 DARK EPS
- PNL-1 WHITE FIBER CEMENT PANEL
- PNL-2 BLACK FIBER CEMENT PANEL
- PNL-3 TERRAZZOTA FIBER CEMENT PANEL
- FB-1 GRAY BRICK
- FB-2 BROWN BRICK
- FB-3 BROWN BRICK
- FB-4 TERRAZZOTA BRICK
- PC-1 PRECAST BAND
- APPROXIMATE MATERIAL BREAKDOWN:
BRICK 20%
- EPS 10%
- FIBER CEMENT 60%
- FRAME SYSTEM ON OUTBOARD ELEVATIONS
LIFT SLING SYSTEM ON COURTYARDS
STOREFRONT 2%



THE STANDARD AT BLOOMINGTON - Building 2 Elevations

07.23.2020





THE STANDARD AT BLOOMINGTON - Building 3 Elevations

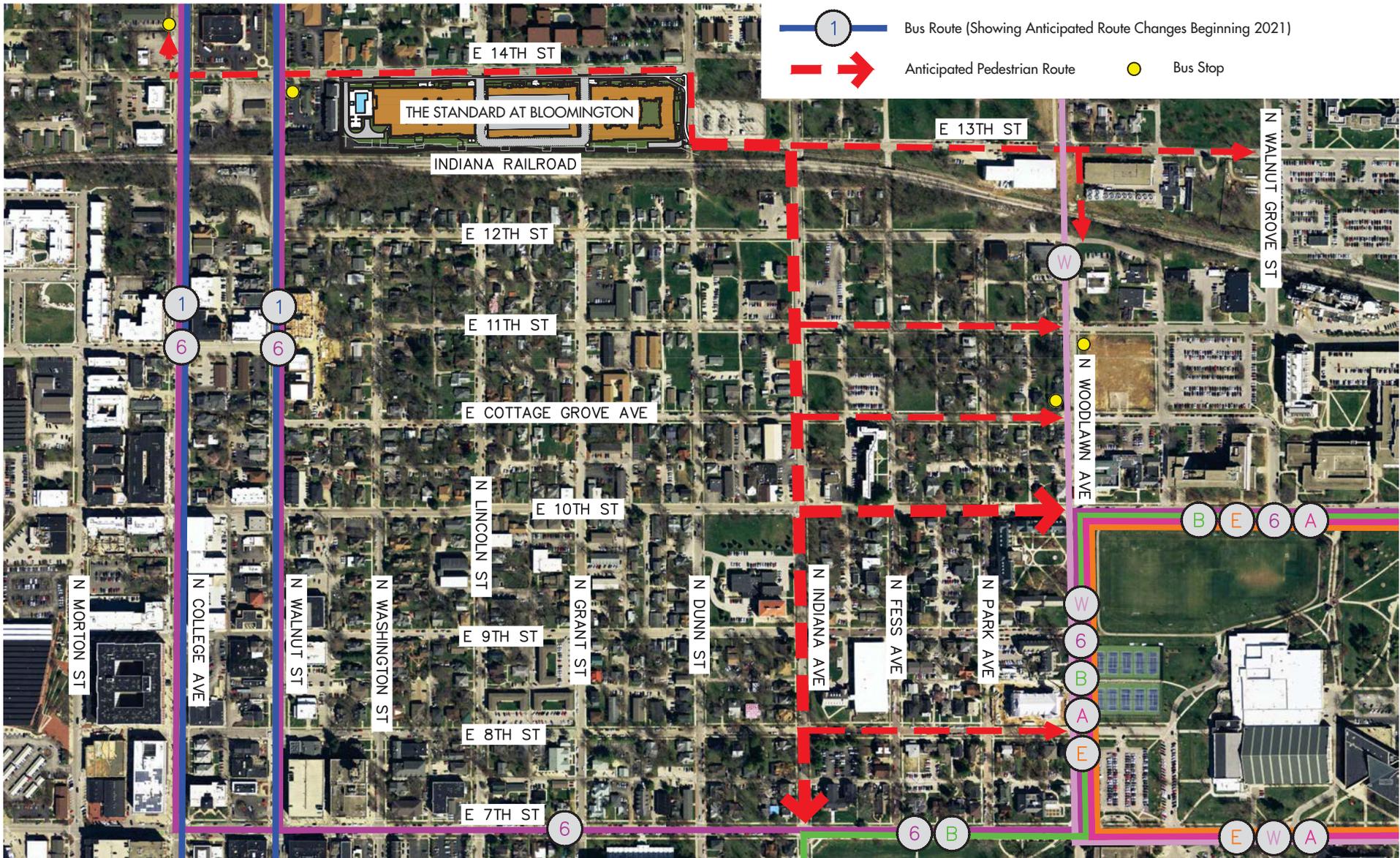
07.23.2020





THE STANDARD AT BLOOMINGTON - Conceptual Off-Site Utility Improvement Plan

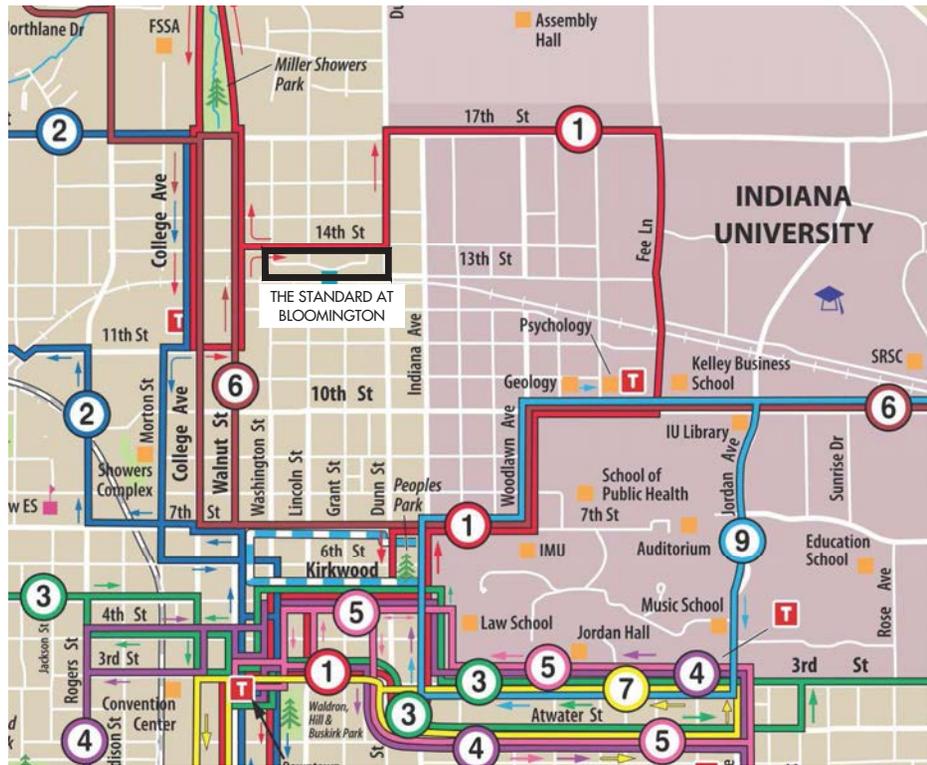
07.23.2020 SCALE: 1"=250'



THE STANDARD AT BLOOMINGTON - Pedestrian Connectivity

07.23.2020 SCALE: 1"=500'

BLOOMINGTON TRANSIT ROUTE MAP

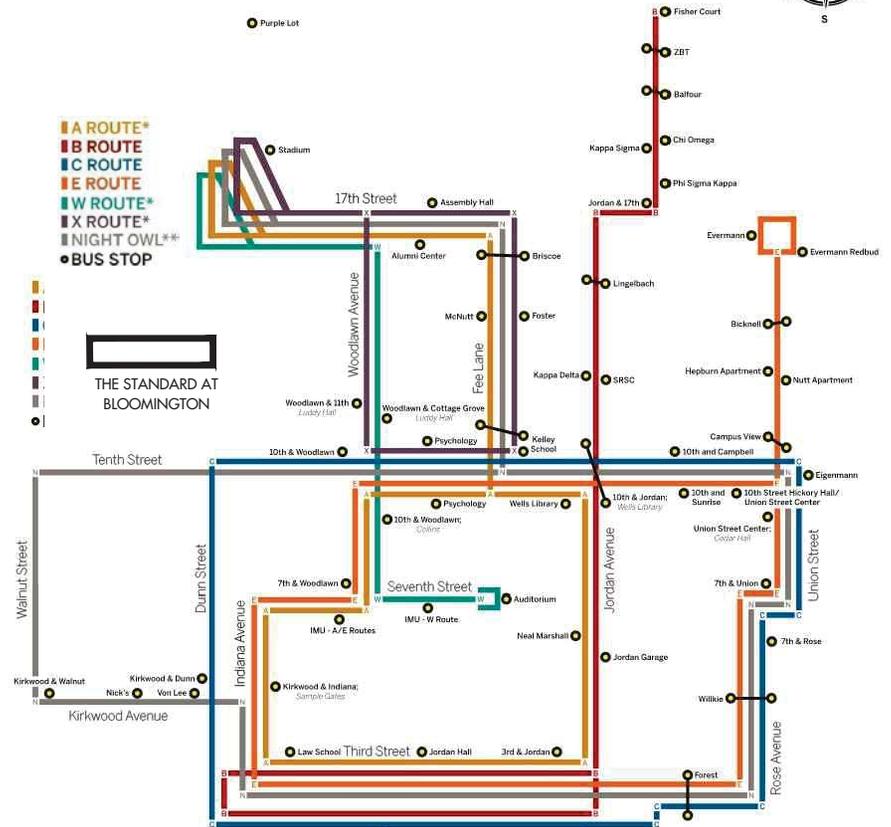


1 Fee Lane/BHS North
South Walnut/Clear Creek S.C.

6 Campus Shuttle
North Kinser Pike/Main University
Library/ East 10th Street

N.T.S.

IU CAMPUS BUS ROUTE MAP

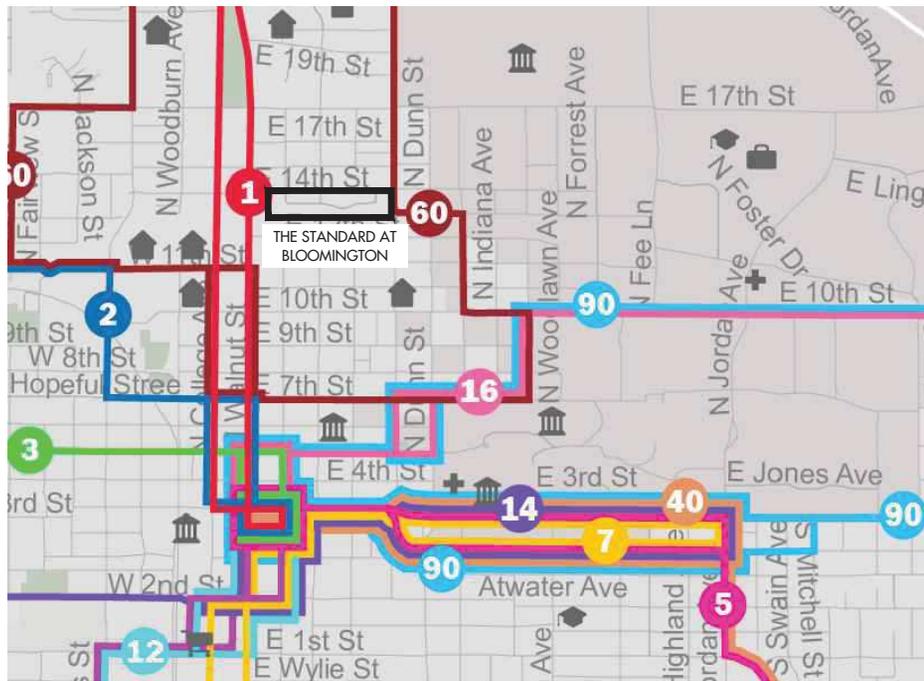


N.T.S.

THE STANDARD AT BLOOMINGTON - Current Bus Service (to be updated on or after January 2021)

07.23.2020

BLOOMINGTON TRANSIT ROUTE MAP

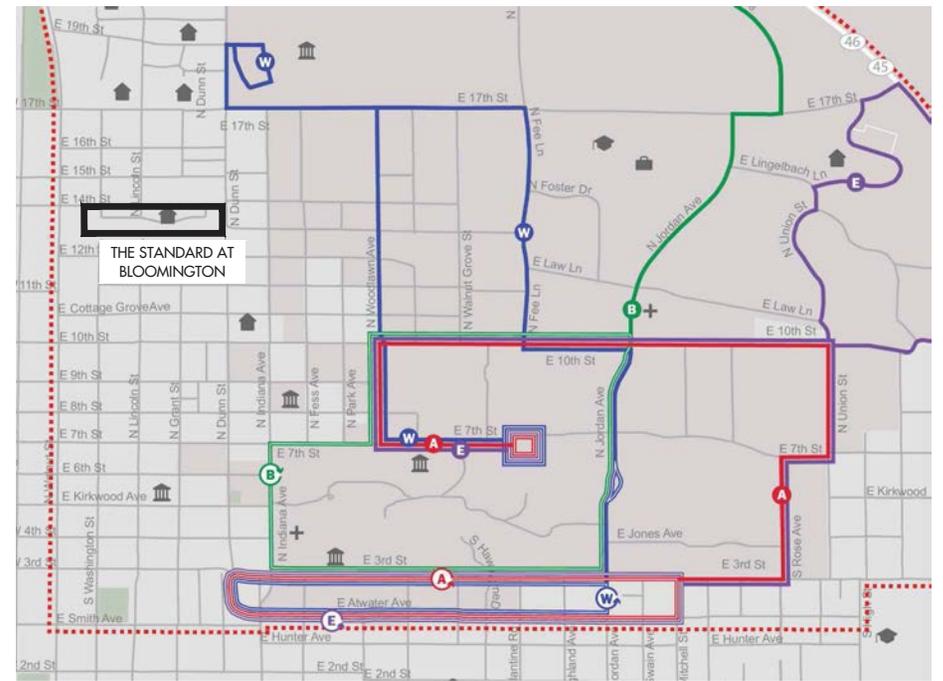


NOTE: ACCORDING TO BLOOMINGTON TRANSIT, ROUTE 60 WILL NOT BE IMPLEMENTED AS SHOWN HERE. INSTEAD, ROUTE 6 WILL REMAIN AS IT IS CURRENTLY

N.T.S.



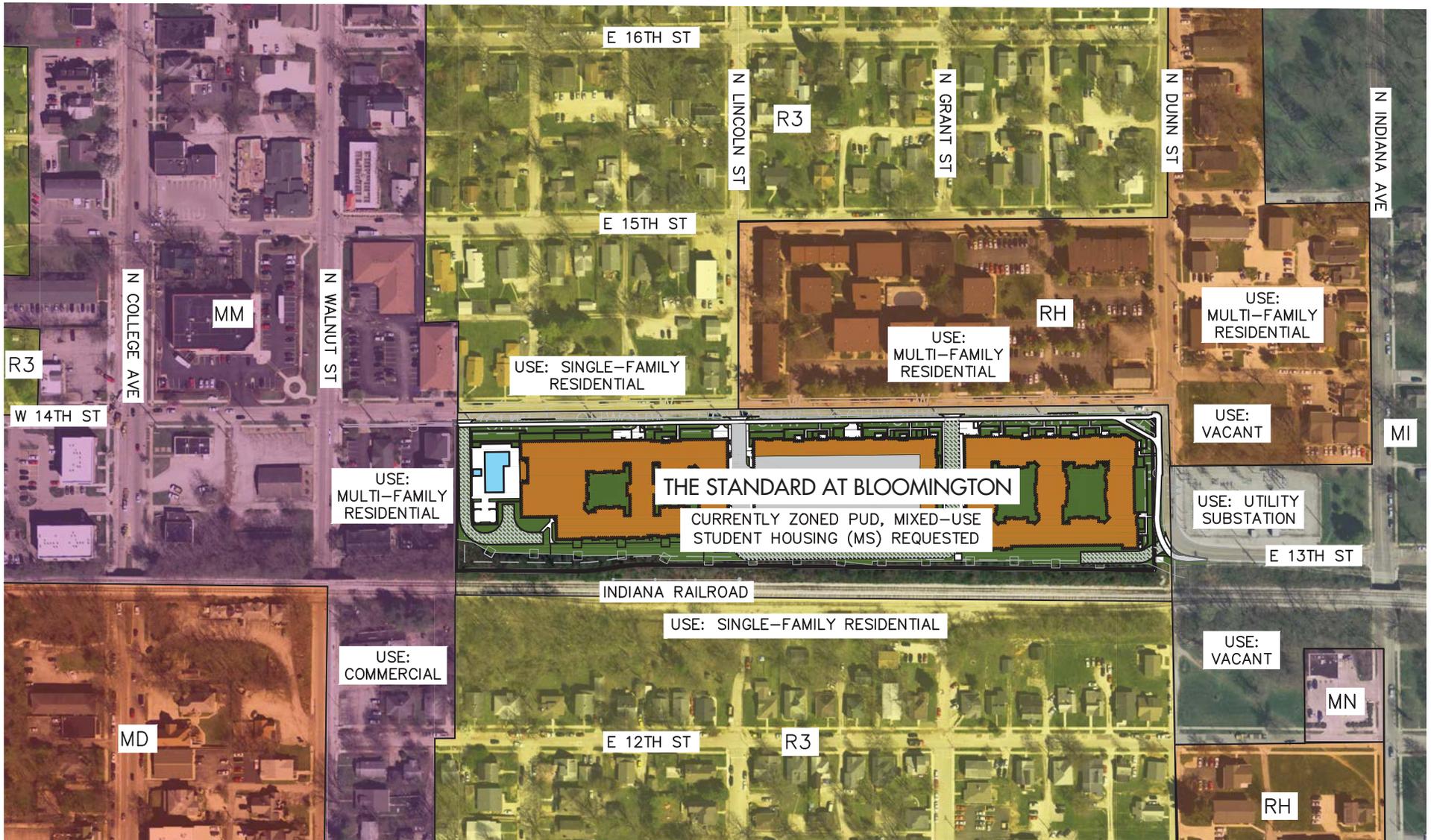
IU CAMPUS BUS ROUTE MAP



N.T.S.



THE STANDARD AT BLOOMINGTON - Future Anticipated Bus Service (to be updated on or after January 2021) 07.23.2020



THE STANDARD AT BLOOMINGTON - Zoning and Adjacent Uses Map

07.23.2020 SCALE: 1"=250' 



THE STANDARD AT BLOOMINGTON - Existing Brownstone Terrace Apartments Photos

07.23.2020





N Dunn St - Looking North



N Dunn St - Looking South



E 14th St - Looking West



E 13th St - Looking West



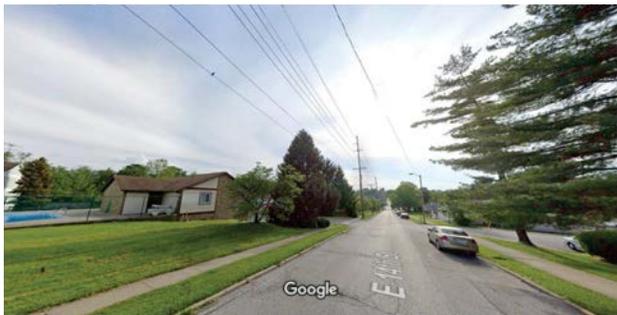
E 14th St - Looking West



E 14th St - Looking East



E 14th St - Looking West



E 14th St - Looking West



E 14th St - Looking East

THE STANDARD AT BLOOMINGTON - Existing Brownstone Terrace Apartments Google Street View

07.23.2020



SITE LEGEND

- AREAS OF PROPOSED ASPHALT PAVEMENT 
- AREAS OF PROPOSED CONCRETE 
- AREAS PROPOSED TO HAVE AN ACCESS EASEMENT BENEFITING THE CITY OF BLOOMINGTON 

Smith Bechob & Associates, Inc.
 2755 E. Canada Dr. Suite 101
 Bloomington, Indiana, 47411
 Telephone: 812.336.5536
 www.sbaia.com



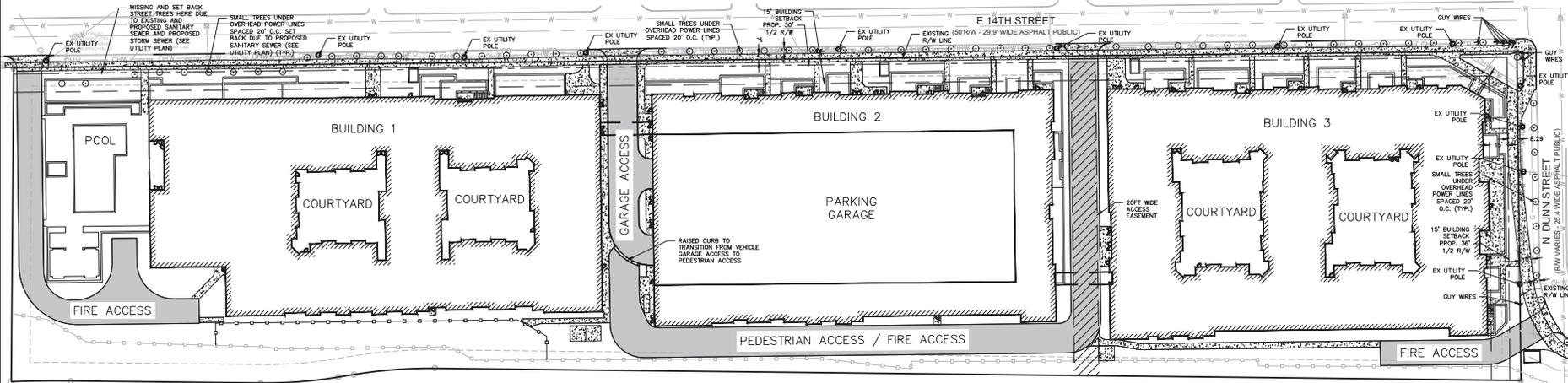
XX/XX/20XX

**THE STANDARD AT
 BLOOMINGTON**
 301 E BROWNSTONE DR
 BLOOMINGTON IN 47408

REVISIONS	DATE	BY

DESIGNED BY	KCK
CHECKED BY	RCK
DATE	

JOB NUMBER
5919
 SHEET
1 OF 2
 DATE
 08/31/2020
 SITE PLAN



OHW OBW OHW OHW
 INDIANA RAILROAD COMPANY
 11/17/2013, 11/18/13, 11/19/13
 (LIMITED ACCESS)



Copyright Smith Bechob & Associates, Inc. 10/20/2014 All Rights Reserved

Existing Brownstone Apartments, parking and traffic count by SBA staff 4/27/2016

Beds 277
 Parking Spaces 222
 Spaces/bed 0.80

Time	In	Out	Time	In	Out	Total
7:30	0	2	4:45	7	5	
7:45	1	1	5:00	5	4	
8:00	0	1	5:15	1	1	
8:15	1	3	5:30	3	3	
8:30	2	3	5:45	3	5	
8:45	1	5	6:00	2	1	
peak AM hour	4	12	peak AM hour	16	13	29
trip rate per bed			trip rate per bed			
trips/hour	0.014	0.043	trips/hour	0.058	0.047	

Approximation of Average Daily Traffic (ADT) based on 11% peak hour; 264

The Standard at Bloomington

estimate future trips using the existing trip generation rates from Brownstone

beds 1072

AM Peak Hour	In	Out	PM Peak Hour	In	Out	total
8-9 AM	15	46	4:45 to 5:45 PM	62	50	112

Approximation of Average Daily Traffic (ADT) based on 11% peak hour; 1020
 New daily traffic 757

Trip distribution to the street

towards Indiana/Dunn 25%
 towards Walnut/College 75%

AM Peak Hour Outbound

Left out towards walnut/College 35
 Right out towards Indiana/Dunn 12

PM Peak Hour Outbound

Left out towards walnut/College 38
 Right out towards Indiana/Dunn 13

PM Peak Hour Inbound

Left in from Indiana/Dunn 15

Existing Area Traffic

These are City counts with year, then factored up at 1.5% annual increase to 2020

<u>Street</u>	<u>Date</u>	<u>Count</u>	<u>2020</u>
College Avenue SB between 14th and 15th	3/7/2018	12,314	12,683
Dunn Street between 14th and 15th	2014	2,956	3,222
Indiana between 13th and 14th	2010	4,066	4,676
Walnut Street south of 14th	2013	11,182	12,356
14th Street east of walnut	1999	2,362	3,106



MEMO FROM COUNCIL OFFICE ON:

Ordinance 20-30 - To Establish the Citizens' Redistricting Advisory Commission (To Establish an Independent Redistricting Commission)

Synopsis

This ordinance is authored by Councilmember Volan and amends Title 2 of the Bloomington Municipal Code (Administration and Personnel) to create a nine-member Citizens' Redistricting Advisory Commission. This Commission would have a two-year mandate to make recommendations to the Common Council on how to divide the city into six councilmanic districts following a federal decennial Census.

Relevant Materials

- Ordinance 20-30
- Ordinance 12-29 and Report of 2012 Council Redistricting Committee (which describes the most recent council redistricting process)
- Fiscal Impact Statement is forthcoming

Summary

State law¹ requires the city legislative body to adopt an ordinance in the second year after the year in which a federal decennial census is conducted to divide the city into six council districts. This division should also be made when required to assign annexed territory to a district. The Council last adopted such an ordinance in 2012 with the adoption of Ordinance 12-29. Discussion and background materials related to this ordinance can be found in the December 12, 2012 legislative packet, available online at: https://bloomington.in.gov/onboard/meetingFiles/download?meetingFile_id=952.

The six council districts must be contiguous, reasonably compact, and, as nearly as possible, equal in population. The districts should also not cross precinct boundary lines, except in some very specific cases. Before the Council can adopt a redistricting ordinance, the City Clerk must mail a written notice to the Monroe County Clerk at least ten (10) days before the Council adopts the ordinance. The notice must state the Council will consider adoption of the redistricting ordinance.²

Ordinance 20-30 would create a new Citizens' Redistricting Advisory Commission. Commission members would be selected by an open application process as described in the ordinance, with certain membership requirements and limitations meant to ensure an independent and fair commission.

¹ IC-36-4-6-3

² IC-36-4-6-3(f)



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Once formed, the commission would be required to meet as described in the ordinance, and to publish and maintain certain materials and information related to its work. All commission meetings would be open to the public.

The commission would make recommendations to the Council regarding its decennial redistricting ordinance by recommending council district boundaries that comply with all applicable constitutional, federal, state, and local requirements. The Commission would prepare recommended council district boundaries, an associated map, and a report that describes how the districts comply with applicable law.

After the commission makes its recommendation, Ordinance 20-30 would require that the Council act on the commission's recommendation before November 1 of the second year following a decennial census. If the Council rejects the recommended districts, the Council would return the matter to the commission with a written statement of the reasons for the rejection. The commission would then consider the reasons for the rejection, make any revisions, and return the revised materials to the Council. After considering the commission's final recommendations (or if the commission fails to complete its work), the Council would then adopt a redistricting ordinance as required by law. If the Council does not follow the commission's final recommendations, the Council would be required to provide a written statement of the reasons for the rejection.

Contact

Stephen Volan, volans@bloomington.in.gov, (812) 349-3409

Stephen Lucas, lucass@bloomington.in.gov, (812) 349-3409

ORDINANCE 20-30
TO ESTABLISH THE CITIZENS' REDISTRICTING ADVISORY COMMISSION
(To Establish an Independent Redistricting Commission)

- WHEREAS, Indiana Code § 36-4-6-3 requires that the City be divided into six (6) councilmanic districts during the second year after a year in which a federal decennial Census is conducted; and
- WHEREAS, this statute also requires that these districts be contiguous, reasonably compact, and, as nearly as possible, of equal population, and, with some specific exceptions, not cross precinct boundaries; and
- WHEREAS, while federal law provides vital voter protection in its requirements that districts be equally populous and that redistricting comply with the Voting Rights Act, Indiana's redistricting process is still fundamentally unfair; and
- WHEREAS, a fundamental tenet of democratic rule is that voters choose their representatives and that representatives reflect the will of the people; and
- WHEREAS, district boundaries are drawn by legislative incumbents, thereby favoring incumbency and reducing competition while creating an inherent conflict of interest; and
- WHEREAS, elected officials are more responsive to constituents when voters have a greater chance of a choice of candidates, thereby increasing accountability and serving the best interests of the voters of Indiana; and
- WHEREAS, an independent redistricting commission would lend greater public legitimacy to the redistricting process and minimize the conflicts of interest otherwise inherent in redistricting; and
- WHEREAS, the Common Council of Bloomington has the opportunity to model a system in which the process of redistricting is done in an open manner with meaningful opportunities for public feedback and engagement, and wishes to persuade the State of Indiana to do likewise; and
- WHEREAS, Indiana requires counties to redraw precinct maps by the end of the year following the Decennial Census; and
- WHEREAS, the drawing of precincts materially effects the drawing of districts and the establishment of the Commission in the year following the decennial Census would allow for informed Commission input into the precinct redrawing process; and
- WHEREAS, Bloomington is home to the flagship residential campus of the state's primary institution of higher education, whose more than 40,000 full-time students compose almost half the city's population; and
- WHEREAS, official guidance from the U.S. Census Bureau holds that, "even though many residents of a typical American college town might move away after they graduate, they have to be counted while they live there...Students in college towns use critical local resources, including roads, public transportation and health clinics... college students should be counted where they live and sleep most of the time as of [Census Day].";

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Chapter 2.12 entitled "Boards, Commissions, and Councils" shall be amended by inserting Section 2.12.120, entitled "Citizens' Redistricting Advisory Commission" with the title appearing in the Table of Contents for the chapter and the text reading as follows:

2.12.120 – Citizens’ Redistricting Advisory Commission

- (a) Establishment and Purpose. There is hereby established a nine-member Citizens’ Redistricting Advisory Commission, hereinafter "Commission," whose purpose shall be to make recommendations to the Common Council regarding its decennial redistricting ordinance, which divides the city into the six council districts from which councilmembers shall be elected; and to make recommendations to the Monroe County Commissioners on dividing the City into precincts.
- (b) Term. Because of the time-limited nature of the Commission’s purpose, the Commission shall be limited in term to two years from the date of its formation (“formation date”), after which time it shall disband. The Commission’s first formation date shall be January 1, 2021, and shall be reformed at the beginning of the year following each decennial United States Census (“Census year”). All Commission members shall be appointed to serve until final district boundaries are adopted by the Common Council, or until two years after the Commission’s formation date, whichever comes first. The Commission shall be reformed in the event that the City is required, due to annexation or other legal procedures, to redraw council-district lines outside of these periods. The same membership selection process shall be followed in the event the commission is reformed.
- (c) Membership Qualifications. The Commission shall consist of nine members, subject to the following qualifications and limitations.
 - (1) Registered Voters. Each member must be a registered voter residing within city limits.
 - (2) Political Affiliations. Commissioners shall be evenly divided by political affiliation:
 - A. Three shall be affiliated with the Democratic Party; and
 - B. Three shall be affiliated with the Republican Party; and
 - C. Three shall be independent of affiliation with either of the two major political parties in the state.
 - (3) Student Status. One member from each delegation in (c)(2) above shall also be a duly enrolled full-time student at Indiana University Bloomington, and shall otherwise meet all other qualifications in BMC 2.12.120(c) (hereinafter referred to as a “student member”).
 - (4) Voting Record. Each commission member, other than student members, shall have voted as a resident of the city of Bloomington in at least three of the last five general elections immediately preceding their application. Student members shall have voted as a resident of the city of Bloomington in at least one of the last two general elections immediately preceding their application.
 - (5) Limitations. The following individuals are excluded from serving on the Commission:
 - A. Anyone who is currently a public office holder, or has held public office or has been a candidate for public office in the City of Bloomington within ten years of the Commission’s formation date;
 - B. Anyone who has been an employee for an elected official, including anyone who has been employed by the City of Bloomington, within ten years of the Commission’s formation date;
 - C. Anyone who is currently an officer of any county-level political party in Monroe County (not including people serving as precinct committee persons), or has been an officer within 10 years of the Commission’s formation date;
 - D. Anyone who has contributed a cumulative total of \$2,000 or more to any political candidate(s) within five years of the Commission’s formation date;
 - E. Anyone registered with the Indiana Lobby Registration Commission;
 - F. Immediate family members of any excluded person.

- (d) Membership Selection Process. Commissioners shall be selected after an open application process:
- (1) Applicants shall attest that they are eligible to serve per the conditions of 2.12.120(c).
 - (2) The process shall be conducted by an executive committee of the Council (made up of the president, vice-president, and parliamentarian) with the assistance of the City Clerk. The executive committee shall review all applications and in a public meeting choose 18 applicants in three pools of six, one pool for each of the party affiliations noted in BMC 2.12.120(c)(2), whom they believe are the most qualified to carry out the Commission's duties. At least two applicants from each pool shall be eligible to be student members.
 - (3) The Clerk shall determine and administer a method of random selection, such as a lottery or coin flip, to select two non-student members from each pool of applicants. The Clerk shall use a coin flip to select between the two student applicants from each pool.
 - (4) The remaining nine candidates shall be named as alternates, in the event one or more commissioners cannot fulfill their duty. Upon a member's resignation or departure from the Commission, the Clerk shall (if necessary) determine the replacement member as in (d)(3) above. If no eligible alternate is available, the seat shall be left empty.
 - (5) The commission shall select as its chair one of the members not affiliated with either of the two major political parties.
- (e) Redistricting Criteria.
- (1) The Commission shall recommend council district boundaries that comply with the United States Constitution, the Indiana Constitution, and applicable federal and state laws, including the federal Voting Rights Act and Indiana Code §36-4-6-3.
 - (2) The Commission shall prepare descriptions and a map of recommended council district boundaries.
 - (3) Whenever possible, the Commission should avoid recommending districts that split communities of interest into multiple districts. These communities include, but are not limited to, political subdivisions, neighborhoods, school districts, historic districts and other areas where residents share common traits and concerns.
 - (4) Where it does not negatively impact the above criteria, districts shall be drawn to encourage political competition.
- (f) Commission Processes and Transparency.
- (1) The City shall establish and maintain, at least until the redistricting process is concluded, a webpage for the Commission where redistricting materials shall be published, including the roster of commissioners, meeting agendas and minutes, and draft maps created by the Commission.
 - (2) The Commission shall hold public hearings at least bimonthly, in January, March, May, July, September and November, but may choose to meet more often.
 - (3) A hearing shall be held in at least three of the six existing city council districts. Each meeting location shall be accessible to persons with disabilities and, to the extent practicable, shall have parking nearby and be accessible by public transit. Public meetings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.
 - (4) The Commission shall issue descriptions of recommended council districts, an accompanying map depicting the recommended districts, and a report that explains how the recommended districts comply with BMC 2.12.120(e).
 - (5) Approval of recommended council districts, including a map and accompanying report, by the Commission requires an affirmative vote from at least two-thirds of serving commissioners. All other actions of the Commission require a simple majority vote to pass.

- (6) The Commission shall be subject to the Indiana Open Door Law and the Access to Public Records Act.
- (g) Legislative Approval.
 - (1) The Commission shall provide, and publish on its webpage, the descriptions of its recommended council districts, along with the accompanying map and report, to the Common Council no later than the first Wednesday in September of the second year following a decennial Census.
 - (2) In performing its responsibilities under Indiana Code § 36-4-6-3, the Common Council shall determine whether the Commission’s recommended districts conform to the criteria contained in federal and state law.
 - (3) The Common Council shall act on the Commission’s recommended districts before November 1 of the second year following a decennial Census. If the Common Council rejects the Commission’s recommended districts, the Common Council shall return the matter to the Commission with a written statement of the reasons for the rejection.
 - (4) If the Common Council rejects the Commission’s recommended districts, the Commission shall, before December 1 of the second year following a decennial Census, consider the Common Council’s written statement of reasons for the rejection, revise the map and descriptions accordingly, and return them along with any revised report, to the Common Council.
 - (5) After considering the Commission’s final recommendations, or if the Commission fails to complete its work, the Common Council shall perform its duties under Indiana Code §36-4-6-3. If the Common Council rejects the Commission’s final recommendations, it shall provide a written statement of the reasons for the rejection.

SECTION 2. If any section, sentence, or provision of this ordinance, or application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared to be severable.

SECTION 3. This ordinance shall be in effect after its passage by the Common Council and approval of the Mayor, any required publication or other promulgation in accordance with the law.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this day of _____, 2020.

 STEPHEN VOLAN, President
 Bloomington Common Council

ATTEST:

 NICOLE BOLDEN, Clerk
 City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this day of _____, 2020.

 NICOLE BOLDEN, Clerk
 City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2020.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance is authored by Councilmember Volan and amends Title 2 of the Bloomington Municipal Code (Administration and Personnel) to create a nine-member Citizens' Redistricting Advisory Commission. This Commission would have a two-year mandate to make recommendations to the Common Council on how to divide the city into six councilmanic districts following a federal decennial Census.

*Passed 8-6
Rothabout*

**ORDINANCE 12-29
TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED
"ADMINISTRATION AND PERSONNEL"**

**- Re: Amending Article IV of Chapter 2.04 (Common Council) to Establish
Councilmanic Districts for the City of Bloomington**

- WHEREAS, I.C. 36-4-6-3 requires that the City be divided into six (6) councilmanic districts during the second year after a year in which a federal decennial census is conducted; and
- WHEREAS, this statute also requires that these districts be contiguous, reasonably compact, and, as nearly as possible, of equal population, and, with some specific exceptions, not cross precinct boundaries; and
- WHEREAS, Council President Mayer created the Redistricting Committee composed of the three at-large representatives and chaired by Councilmember Sandberg; and
- WHEREAS, prior to the first meeting, the City Clerk Regina Moore provided maps and an interactive table of precinct populations for Council members and the public to use to prepare maps that met the three requirements for consideration by the Committee; and
- WHEREAS, the Redistricting Committee held four meetings in November and submitted a report comprised of the Memoranda of the Meetings and documents kept in the Office of City Clerk which, by passage of this ordinance, will be approved by the Council; and
- WHEREAS, these meetings complied with the Indiana Open Door Law, including one meeting that was continued with the same agenda to later the same week, and were attended by the public at every meeting; and
- WHEREAS, the Council finds that the proposed districts are contiguous, reasonably compact, and, as nearly as possible, of equal population;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Article IV of Chapter 2.04 of the Bloomington Municipal Code shall be amended by deleting Sections 2.04.500 (Definition of councilmanic districts) and 2.04.0510 (Repeal of former council districts) and replacing them with the following:

2.04.500 Definition of councilmanic districts.

The City of Bloomington is hereby divided into six (6) councilmanic districts which shall be known as the First District, Second District, Third District, Fourth District, Fifth District, and Sixth District. A copy of the map of these districts and the associated precinct populations are attached to this ordinance (Ordinance 12-29) as Exhibit "A." These districts shall consist of precincts as they were set forth in the "Order of the Monroe County Commissioners Regarding Additional Information or Corrections to the Precinct Boundaries and Submission of Corrected IEC-8 Forms" dated December 30, 2011. This Order and the associated precinct map, list of precincts with the component census blocks in each precinct, and the IEC-8 forms are incorporated by reference into this ordinance and, in accordance with IC 36-1-5-4, two copies of this material shall be kept on file in the office of the City Clerk and Council for inspection by the public. These districts and their component precincts are as follows:

FIRST DISTRICT. The First Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 2 & 6
- (b) Perry Township Precincts 1, 3, 5 & 29
- (c) Richland Precinct 9
- (d) Van Buren Township Precinct 2

SECOND DISTRICT. The Second Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 5, 7, 13, 14, 17 & 23

THIRD DISTRICT. The Third Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 9, 10, 16, 21 & 22
- (b) Perry Township Precincts 20 & 21

FOURTH DISTRICT. The Fourth Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 8 & 18
- (b) Perry Township Precincts 14, 15, 16, 17, 18, 19 & 26

FIFTH DISTRICT. The Fifth Councilmanic District shall consist of the following designated precincts:

- (a) Perry Township Precincts 6, 8, 9, 10, 11, 12, 13, 28, 31 & 32

SIXTH DISTRICT. The Sixth councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 1, 3, 4, 19 & 20
- (b) Perry Township Precincts 7 & 30

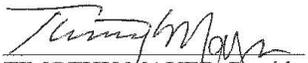
SECTION 2. The district boundaries established in this ordinance supersede those established in all previous ordinances.

SECTION 3. In accordance with I.C. 36-4-6-3(l), the City Clerk is directed to file the ordinance with the Monroe County Clerk not later than thirty (30) days after the ordinance is adopted.

SECTION 4. Severability. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 19th day of DECEMBER, 2012.


TIMOTHY MAYER, President
Bloomington Common Council

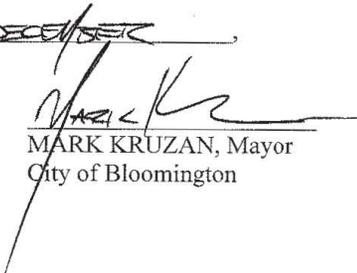
ATTEST:


REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana,
upon this 10th day of DECEMBER, 2012.


REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 29th day of DECEMBER,
2012.


MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This ordinance fulfills the council's obligation, in accordance with IC 36-4-6-3, to establish six councilmanic districts in 2012 based upon data received as a result of the federal census in 2010. Under this statute, these districts must be contiguous, reasonably compact, and, as nearly as possible, of equal population. The ordinance brings forward recommendations of the Council Redistricting Committee, which invited members of the Council and public to offer maps for the Committee's consideration in light of the statutory requirements. The committee met four times, with members of the public and Council present at each meeting, considered various plans from council members and the public, and recommended this map which is in compliance with statutory requirements.

Report of the 2012 Redistricting Committee

The Report of the 2012 Redistricting Committee includes the following materials:

- Agendas and Memoranda for Meetings on :
 - November 2nd
 - November 8th
 - November 15th
 - November 26th (Continued to November 30th – with same agenda)

- Other Materials Available in the Office of City Clerk include, but are not limited to:
 - Colored map with current council districts and county precincts;
 - List of city precincts with populations for each (and capable of certain calculations when used in electronic form); and
 - Various proposed maps and plans which had been submitted along with sheets that compare sets of plans (typically presented at different meetings) based upon variance and deviation of population.

This 2012 Report of the Redistricting Committee is signed by the following majority of its membership. By signing this sheet, the members affirm approval of the Memoranda and Report:

Member – Council Members

Date

Timothy Mayer
Council Member At-Large

Andy Ruff,
Council Member At-Large

Susan Sandberg, (Chair)
Council Member At-Large

Common Council Redistricting Committee
5:30 pm. Council Library
Agenda
November 2, 2012

Organization Meeting

1. Introduction
2. Election of Chair
3. Presentation of Materials
4. Schedule
5. Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum

Bloomington Common Council Redistricting Committee

November 2, 2012

5:30 pm. -- Council Library

Chair: to be determined

Members Present: Sandberg, Mayer

Members Absent: Ruff

Staff Members present: Dan Sherman, Regina Moore

Other council members present: Dorothy Granger, Marty Spechler

Public present (Larry Jacobs, Sue Mayer)

INTRODUCTION

ELECTION OF CHAIR

MOTION: It was moved and seconded that Susan Sandberg be elected Chair for the Redistricting Committee.

ACTION: Motion was approved by a voice vote.

PRESENTATION OF MATERIALS

Sandberg asked for the Presentation of Materials for the task of redistricting.

Clerk Moore presented the following:

Materials

Colored Map with new council districts and new precincts

List of city precincts with populations for each, other calculations

NOTE: problem areas where precincts are in two districts.

Rules

Contiguity – can't be separated by another district (not Perry 10), islands (Perry 9)

Compactness – geographic and geometric shape

Need to work towards 'reasonably compact'

Equality of population – 10%

Follow precinct boundaries to avoid ballot variations!

1. Overview of task

a. Requirements plan: Basic Rules

i. Definition of terms

1. precinct for voting purposes
2. **precinct for legislative purposes
3. census block/tract
4. contiguity
5. compact
6. equal population

- b. Overview of timeline /legislative cycle
- 2. Presentation of current status
 - a. Map of city districts with new precinct lines drawn in
 - b. Handout of precinct population and district totals

SCHEDULE

Chair Sandberg asked that council members who had proposals send them to the Clerk in time for maps to be prepared for the next meeting.

The next meeting was set for November 8, 2012 at 5:30 in the Council Library.

ADJOURNMENT

The meeting ended at 6:30 pm

I:\common\CCL\Minutes\Minutes 2012\REDISTRICTING COMMITTEE\Redist Memo for 11-2-12.doc

Redistricting Committee
November 8, 2012
Council Library
5:30 pm

Second Meeting: Consideration of Plans

- 1- Materials for Committee
- 2- Discussion of the Plans
- 3- Consideration of Percentage of population deviance
- 4- Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum
Bloomington Common Council Redistricting Committee
November 8, 2012
5:45 pm. -- Council Library

SECOND MEETING: CONSIDERATION OF PLANS

Chair: Sandberg
Members Present: Sandberg, Mayer
Members Absent: Ruff
Staff members present: Dan Sherman, Regina Moore
Other council members present: Spechler, Sturbaum, Granger, Volan
Public Present Larry Jacobs, Sue Mayer

MATERIALS FOR COMMITTEE

Maps and Plans which had been submitted were presented along with a comparison sheet that listed the plan, variance and population numbers for each district.

Plan A	13%
Plan A-1	9%
Plan B	16%
Plan C	18%
Plan D	18%
Plan E	16%
Plan F	18%
Plan G	13%
Plan H	19%

Plans were submitted by several council members, but were not marked with their specific names, but rather letters for identification.

DISCUSSION OF THE PLANS

The plans were discussed, considering the merits of each in compactness, contiguity and equality of population. Also considered were making as few changes as possible and preserving neighborhoods within one council district as much as possible.

CONSIDERATION OF PERCENTAGE OF POPULATION DEVIANCE

It was clear that persons submitting the plans did not understand that the plans were to be as equal as possible, with the maximum variance no more than 10% between the highest and lowest population counts. The above maps (with the exception of Plan A-1) were out of compliance.

It was determined that the ideal population for each district would be 13401; the ideal range being from 12060 to 14724 residents.

Council members were asked to submit modifications of their plans before the next meeting so that maps could be made.

ADJOURNMENT

The meeting was adjourned at 6:45 pm. Next meeting will be November 15, 2012 at 5:30 pm.

I:\common\CCL\Minutes\Minutes 2012\REDISTRICTING COMMITTEE\Redist Memo for 11-8-12.doc

Redistricting Committee
November 15, 2012
Council Library
5:30 pm

Third Meeting: Consideration of Plans

- 1- Materials for Committee
- 2- Discussion of the Plans
- 3- Consideration of Percentage of population deviance
- 4- Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum
Bloomington Common Council Redistricting Committee
November 15, 2012
5:30 pm. -- Council Library

THIRD MEETING: CONSIDERATION OF PLANS

Chair: Sandberg
Members Present: Sandberg, Mayer
Members Absent: Ruff
Staff members present: Dan Sherman, Regina Moore
Other council members present: Spechler, Sturbaum, Granger, Volan
Public Present Larry Jacobs, Sue Mayer

MATERIALS FOR COMMITTEE

Maps and Plans which had been submitted were presented along with a comparison sheet that listed the plan, variance and population numbers for each district. NOT presented were plans that were submitted with precincts split between two council districts. New plans were:

Plan A-2	9.1%
Plan D-2	9%
Plan I	6.1%
Plan J	7.8%
Plan K	8.3%
Plan L	8.3%

Again the alphabetical identification was used rather than identifying the person submitting the plan.

DISCUSSION OF THE PLANS

The plans were discussed, considering the merits of each in compactness, contiguity and equality of population. Also considered were making as few changes as possible and preserving neighborhoods within one council district as much as possible.

CONSIDERATION OF PERCENTAGE OF POPULATION DEVIANCE

The possibility of drawing a district line to split precincts between two council districts was discussed. Chair Sandberg asked for plans that had been submitted with this parameter to be prepared in map form for the next meeting.

Council members were asked to submit modifications or new plans before the next meeting so that maps could be made.

ADJOURNMENT

The meeting was adjourned at 6:40 pm.

Next meeting will be after the Special Session of the Common Council held on November 26, 2012 at approximately 8:00 pm in the council library.

I:\common\CCL\Minutes\Minutes 2012\REDISTRICTING COMMITTEE\Redist Memo for 11-15-12.doc

Redistricting Committee

November 26, 2012

Council Library

8:00 pm

AGENDA

- 1- Materials for Committee
- 2- Discussion of the Plans
- 3- Consideration of Percentage of population deviance
- 4- Assessment of the process to date
- 5- Further meetings
- 6- Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum

Bloomington Common Council Redistricting Committee

November 26, 2012

8:30 pm. -- Council Library (posted time was 8pm but start was delayed because of Special Session of Common Council held at 6 pm)

FOURTH MEETING: CONSIDERATION OF PLANS

Chair: Susan Sandberg

Members Present: Sandberg, Mayer, Ruff

Members Absent: none

Staff Members present: Dan Sherman, Regina Moore

Other council members present: Dorothy Granger, Marty Spechler, Darryl Neher, Dave Rollo, Chris Sturbaum, Steve Volan

Public present (Linda Robbins, Ruth Hickman, Avi Spechler, Jim Fielder, Chaim Julian, Sue Mayer)

MATERIALS FOR COMMITTEE

Maps and Plans which had been submitted were presented along with a comparison sheet that listed the plan, variance and population numbers for each district. Considered were:

* indicates a newly submitted plan.

Plan A-2	9.1%
Plan D-2	9%
Plan I	6.1%
Plan J	7.8%
Plan L	8.3%
*Plan M	7.7%
*Plan P/split	10.33%
*Plan P-2/split	8.66%
*Plan Q/split	9.87%
*Plan Q-2/split	9.872%

DISCUSSION OF THE PLANS

The plans were discussed, considering the merits of each in compactness, contiguity and equality of population. Also considered were making as few changes as possible and preserving neighborhoods within one council district as much as possible.

Particular attention was paid to the four maps/plans with split precincts

County officials Clerk Robbins, Recorder Fielder and Deputy Clerk Hickman gave background into how precinct lines are drawn, why they were drawn as they are now, and the implication and impact of having a precinct split between two council districts.

CONSIDERATION OF PERCENTAGE OF POPULATION DEVIANCE

It was suggested that modifications in Plan P with a split precinct may be a workable plan. The request was made to prepare a map and comparison page to add to the materials for consideration for the next meeting.

ASSESSMENT OF THE PROCESS TO DATE

Council members who represent districts and who were present at this meeting were urged to give their favorite plans and some rationale for their choice to the committee members by Friday, November 30.

FURTHER MEETINGS

Rather than post and notice a meeting separately, the meeting was recessed until Friday, November 30, 2012 at 5:30 pm in the Council Library.

ADJOURNMENT

None – meeting was recessed until date noted above.

*******CONTINUATION OF 11-26-12 MEETING THIS MEETING WAS CONTINUED WITH THE SAME ADGENDA AS 11-26-12 WITH CONSIDERATION OF PLANS**

November 30, 2012

5:30 pm. -- Council Library

Chair: Susan Sandberg

Members Present: Sandberg, Mayer, Ruff

Members Absent: none

Staff Members present: Regina Moore

Other council members present:, Darryl Neher, Dave Rollo, Chris Sturbaum, Steve Volan

Public present: Abby Tonsing

Consideration of Plans focused on:

*Plan P/split	9.98% (amended from an earlier version)
*Plan P-2	8.66% (amended to remove split precinct)
*Plan Q/split	9.87%
*Plan Q-2/split	9.872%

The discussion of split precincts included a discussion of requesting changes in precinct lines to the county and state at a later date to redraw precinct lines of Bloomington 20, Bloomington 5 and Bloomington 18 to better equalize population.

MOTION: It was moved and seconded that Plan P-2 be recommended to the council for adoption.

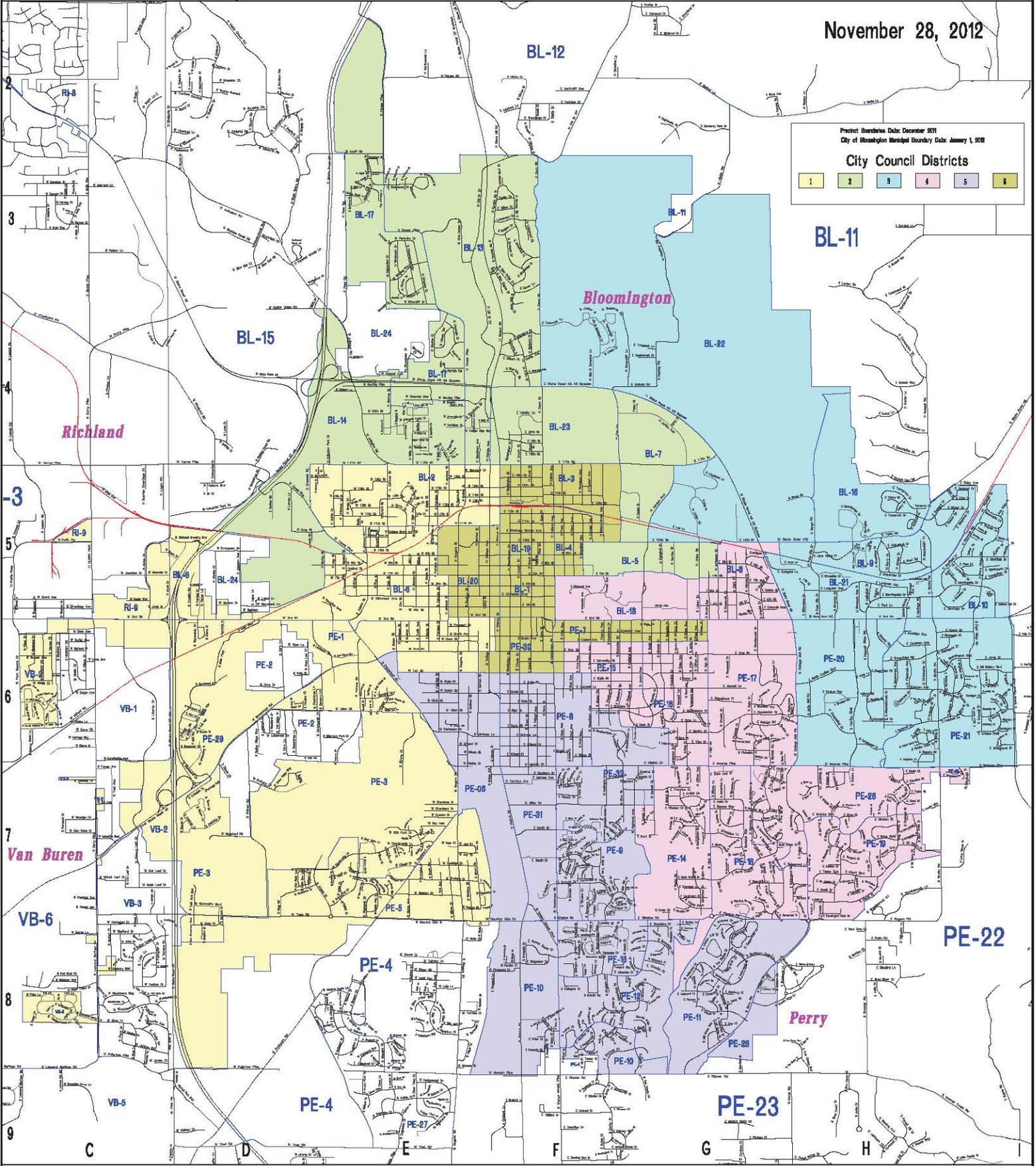
ACTION: The motion was approved by a voice vote.

ADJOURNMENT

The meeting was adjourned at 6:05 pm



November 28, 2012



Presect Standards Date: December 2011
City of Bloomington Municipal Boundary Date: January 1, 2012

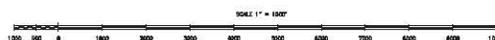
City Council Districts

1	2	3	4	5	6
---	---	---	---	---	---

* This map subjects precinct boundaries to the city limits.

Bloomington Geographic Information System

No part of this work may be reproduced for any purpose without written permission from the City of Bloomington.



This map was generated by the City of Bloomington GIS from Monroe County data last used by the Monroe County Clerk's Office and the Monroe County GIS. The map has been approved for release by the Monroe County Clerk. Any errors, omissions, or inaccuracies are hereby disclaimed. Please contact the Monroe County Clerk or the City of Bloomington GIS for additional information or questions regarding this product.



MEMO FROM COUNCIL OFFICE ON:

Ordinance 20-32 – An Ordinance to Amend Ordinance 20-22, which Fixed the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2021

Synopsis

This ordinance sets the minimum and maximum salary rates for all sworn fire and police personnel for the year 2021 in accordance with Council-approved collective bargaining agreements.

Relevant Materials

- Ordinance 20-32
- Staff Memo from Caroline Shaw, Human Resources Director
- Fiscal Impact Statement forthcoming

Summary

Ordinance 20-32 would set new minimum and maximum salary rates for all sworn fire and police personnel for the year 2021. Such an action should follow from any Council-approved collective bargaining agreements, such as the collective bargaining agreement coming forward for Council approval through Resolution 20-18. Resolution 20-18 is not scheduled for first reading on December 2, 2020 (it will come forward for a committee discussion on December 9), but is included in this packet as it approves and authorizes the execution of a new four-year Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters (“Fire Fighters”), Local 586.

Indiana Code 36-8-3-3 authorizes the Common Council to fix the annual compensation of all members of the police and fire departments and other appointees. On October 14, 2020, Council adopted Ordinance 20-22, which set the salaries of the police and fire departments. Subsequently, the City and the Fire Fighters negotiated a new CBA, necessitating an update to Ordinance 20-22 to reflect the new terms. Ordinance 20-32 reflects the new bargained terms. It is worth noting that the compensation of the police department has not changed, but is restated in Ord 20-32 in the interest of including all relevant salaries in one document.

Contact

Caroline Shaw, Human Resources Director, shawcaro@bloomington.in.gov, 812-349-3404

ORDINANCE 20-32

AN ORDINANCE TO AMEND ORDINANCE 20-22, WHICH FIXED THE SALARIES OF OFFICERS OF THE POLICE AND FIRE DEPARTMENTS FOR THE CITY OF BLOOMINGTON, INDIANA, FOR THE YEAR 2021

- WHEREAS, Indiana Code § 36-8-3-3(d) authorizes the Common Council to fix the annual compensation of all members of the police and fire departments and other appointees; and
- WHEREAS, Salaries for members of the police and fire departments were set by Ordinance 20-22 which was adopted on October 14, 2020; and
- WHEREAS, Recent execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 should be reflected in Ordinance 20-22; and
- WHEREAS, In the interest of including all relevant salaries in one document, these changes are incorporated into Ordinance 20-22 by deleting and replacing the text of the entire ordinance;

NOW BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

Ordinance 20-22, which fixed annual compensation for all members of the police and fire departments and other appointees, is hereby deleted in its entirety and replaced as follows:

SECTION I A. From and after January 1, 2021, pursuant to Indiana Code § 36-8-3-3 (d), the salary and pay schedule for the officers of the Fire Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

FIRE DEPARTMENT EMPLOYEES

<u>Job Title</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Chief	12	\$74,017	\$133,231
Deputy Chief	10	\$53,193	\$95,746
Battalion Chief of Operations (3)	9	\$48,357	\$87,042
Battalion Chief of Training	9	\$48,357	\$87,042
Community Engagement Officer	7	\$41,085	\$65,735
Fire Inspection Officer	7	\$41,085	\$65,735
Fire Logistics Officer	7	\$41,085	\$65,735
Probationary Officer	5	\$37,265	\$59,624

CONTRACTUAL SALARIES

Captain	\$61,126
Chauffeur	\$56,784
Firefighter 1 st Class	\$54,625

In addition to the salary and pay schedule listed above, the City also shall contribute four percent (4.0%) of the salary of a fully paid Firefighter 1st Class with twenty years of longevity (equal to

an additional \$12,500) to the Public Employees Retirement Fund on behalf of each firefighter under the authority of I.C. §§ 36-8-7-8 and 36-8-8-8.

SECTION I B. Additional pay for all job positions except Fire Department Administration.

Effective January 1, 2021, increases to the base salary described above on the basis of longevity, professional assignment, certification, and education shall be paid as reflected below.

Longevity:

Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>Years of Service</u>	<u>Amount</u>						
1	\$0	6	\$800	11	\$1,300	16	\$1,800
2	\$400	7	\$900	12	\$1,400	17	\$1,900
3	\$500	8	\$1,000	13	\$1,500	18	\$2,000
4	\$600	9	\$1,100	14	\$1,600	19	\$2,100
5	\$700	10	\$1,200	15	\$1,700	20+	\$3,750/ \$12,500

*

*Longevity is capped at \$3,750; however, pension contributions are made at the full 20+ longevity rate of \$12,500.

Certification:

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department’s Professional Standards and Promotion Guide shall be eligible for additional compensation in accordance with the table set forth below:

<u>Number of Certifications</u>	<u>Amount per Certification</u>
1	\$100
2	\$200
3	\$300
4	\$400
5	\$500
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500

Maximum of fifteen (15) certificates or one thousand, five hundred dollars (\$1,500.00) shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay.

Professional & Command Classifications:

Additional pay for professional and command appointments shall be as follows:

Squad Officer	\$ 1,800
Headquarters Captain	\$ 1,000
Station Captain	\$ 1,000
Squad Driver	\$ 900
Engineer	\$ 900
Shift Training Instructor	\$ 800
Sergeant	\$ 500
Shift Logistics Technician	\$ 500
Rescue Technician	\$ 200
Headquarters Station Differential	\$ 100

Education:

Education Pay shall be paid to firefighters with advanced degrees from accredited institutions at two levels:

Level 1	Associate 2-year degree	\$ 500
Level 2	Bachelor 4-year or higher level degree	\$ 1,200

Other:

Unscheduled Duty Pay*	Paid at employee's regular hourly rate. Minimum 2 hours. No maximum.
Holdover Pay	Paid at employee's regular hourly rate. Minimum .5 hours. No maximum.
Mandatory Training Pay	Paid at employee's regular hourly rate. Minimum 2 hours and maximum 8 hours.
Holiday Pay**	\$100 per day
Clothing Allotment	\$500
Reassignment Pay	\$10 per tour of duty
On-Call Pay***	\$100 per week spent on on-call status.
Acting Pay	Base salary increased to the base salary of the higher rank if time spent in acting capacity exceeds 30 consecutive calendar days.

* Unscheduled Duty Pay shall also be paid to Probationary Officers.

** Holiday Pay shall also be paid to Battalion Chiefs of Operations and Probationary Officers.

***On-Call Pay shall be paid only to Fire Prevention Officers and Fire Inspection Officers.

SECTION I C. Salary Increase for Chief

Effective January 1, 2021, subject to the maximum salaries set by this ordinance; an increase may be included in the Chief's base salary based on the compensation plan for non-union employees.

SECTION I D. Longevity Recognition Pay

Any sworn fire personnel with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

Five (5) years	\$25.00
Ten (10) years	\$50.00
Fifteen (15) years	\$75.00
Twenty (20) years	\$100.00
Twenty-five (25) years	\$150.00
Thirty (30) years	\$200.00
Thirty-five (35) years	\$250.00
Forty (40) years	\$300.00
Forty-five (45) years	\$350.00
Fifty (50) years	\$400.00

SECTION II A. From and after January 1, 2021, pursuant to I.C. § 36-8-3-3 (d), the salary and pay schedule for the officers of the Police Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

POLICE DEPARTMENT

<u>Job Title</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Chief	12	\$74,017	\$133,231
Deputy Chief	10	\$53,193	\$95,746
Captain	9	\$48,357	\$87,042
Lieutenant	8	\$43,960	\$70,338
Supervisory Sergeant	8	\$43,960	\$70,338
Probationary Officer First Class	5	\$37,265	\$59,624

CONTRACTUAL SALARIES

Senior Police Officer	\$59,742
Officer First Class	\$56,956

In addition to the salary and pay schedule listed above, the City shall also contribute four percent (4%) of the salary of a fully paid Officer First Class with twenty years of longevity (equal to an additional \$2,000) to the Public Employees Retirement Fund on behalf of each police officer under the authority of I.C. §§ 36-8-6-4 and 36-8-8-8.

SECTION II B. Additional pay for all job positions except Chief.

Effective January 1, 2021, additional pay shall be added to the base salary described above on the basis of longevity, specialty pay, training, and education as reflected below. The maximum additional annual pay total except for longevity and other pay, under Section II B. is \$4,800.00.

Longevity:

Every year of employment equals \$125 pay.

Credit for years of service is added after completion of each calendar year of employment.

Training:

For every 20 hours per year in training = \$100
Training must be completed during the year for credit on next year's pay. Credit for training is not cumulative.

Specialty Pay

Specialty pay is divided into two levels:

Category 1 = School Liaison Officer, Training Instructor, , Breath Analyzer, Canine Officer, Bike Patrol, , Motorcycle Patrol, Civil Disturbance Unit, Accident Reconstructionist, Honor Guard, Downtown Resources Officer, and Drug Recognition Expert

Category 2 = CIRT Officer, Hostage Negotiator, Dive Team

Category 3 = Field Training Officer and/or Detective

Category 1 = \$500 in pay

Category 2 = \$1,000 in pay

Category 3 = \$1,600

Employee must maintain and/or hold classification to keep associated pay.

Education:

Education pay divided into three levels:

2 year degree = \$600 in pay

4 year degree = \$1200 in pay

Masters, Law or Doctorate degree = \$1600 in pay

Other:

Contractual Overtime Pay \$36.00/hour with a two hour minimum

Clothing Allotment \$1,600

Shift Pay Differential:

Afternoon Shift \$16/week

Night Shift and High Intensity Patrol \$20/week

Afternoon Shift* \$50/week*

*The \$50 per week shift differential shall only apply to (1) senior police officers who (2) successfully bid for afternoon shift as their first or second choice in accordance with Section VIII of the Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88. For non-senior police officers or senior police officers who do not bid for afternoon shift as their first or second choice, the standard \$16 per week afternoon shift differential shall apply.

SECTION II C. Salary Increases for Non-Union Employees

Effective January 1, 2021, subject to the maximum salaries set by this ordinance; an increase may be included in the Chief's base salary based on the compensation plan for non-union employees.

SECTION II D. Longevity Recognition Pay

Any sworn police personnel with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

Five (5) years	\$25.00
Ten (10) years	\$50.00
Fifteen (15) years	\$75.00
Twenty (20) years	\$100.00
Twenty-five (25) years	\$150.00
Thirty (30) years	\$200.00
Thirty-five (35) years	\$250.00
Forty (40) years	\$300.00
Forty-five (45) years	\$350.00
Fifty (50) years	\$400.00

SECTION III. The rates shown as wages and salaries for the positions listed above are maximum rates.

SECTION IV. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2020.

STEPHEN VOLAN, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2020.

NICOLE BOLDEN, Clerk
City of Bloomington

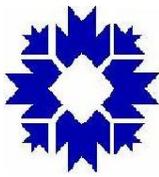
SIGNED and APPROVED by me upon this _____ day of _____, 2020.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance sets the minimum and maximum salary rates for all sworn fire and police

personnel for the year 2021 in accordance with Council-approved collective bargaining agreements.



City of Bloomington
Human Resources Department

MEMORANDUM

To: City Council members

From: Caroline Shaw, Human Resources Director

CC: Mayor Hamilton, Deputy Mayor Renneisen, Jeff Underwood, and Stephen Lucas

Date: November 16, 2020

Re: Ordinance 20-32, Amendment to 2021 Salary Ordinance 20-22 to Fix the 2021 Salaries of Officers of the Police and Fire Departments

Attached for your review and approval is Ordinance 20-32 which replaces Ordinance 20-22 that Fixed the 2021 Salaries of Officers of the Police and Fire Departments. The ordinance updates 2021 salaries for officers of the Fire Department in accordance with the recently agreed upon collective bargaining agreement between the City and the Bloomington Metropolitan Firefighters, Local 586.

Provisions of that agreement necessitate the following updates to Sections 1A and 1B of Ordinance 20-32:

The salaries of Captain, Chauffeur, and Firefighter 1st Class increase by 1% for 2021.

The \$4,800 annual cap for additional pay has been eliminated.

Firefighters in their second year will now receive an extra \$400 in longevity pay instead of \$800. Longevity pay increases by \$100 each year thereafter through year 19. For the 20th year of service and beyond, longevity pay is capped at \$3,750, which is the current cap.

The City's current annual contribution to the Public Employees Retirement Fund (PERF) is 4% of the salary of a Firefighter 1st Class with twenty years of longevity, and the 20 years of longevity is equal to \$3,750. Under the new contract, the 20 years of longevity will be equal to \$12,500 for the purposes of calculating PERF contributions.

Certification pay has been simplified to \$100 per certification, and firefighters may now be compensated for a maximum of 15 certifications (\$1,500 annually) instead of 8. Additionally, the number of qualifying certifications has increased from 29 to 51.



City of Bloomington
Human Resources Department

Squad Driver, Squad Officer, and Shift Logistics Technician were added to the list of command appointments, and Shift Investigator and Air Mask Technician were removed. Compensation for several of the command appointments was adjusted.

Mandatory Training Pay now has a max of 8 hours.

The annual clothing allowance has increased by fifty dollars to five hundred dollars.

When a firefighter fills in for a higher-ranking firefighter for more than 30 consecutive days, they will receive an increase in their base salary. Currently they must work more than 60 in the higher-ranking role to receive the increase.

Your approval of Ordinance 20-32 is requested. Thank you for your review. Please let me know if you have any questions.

FID	PRECINCT	10 Pop	CurrD	1	2	3	4	5	6
5	BLOOMINGTON 01	1494	6						1494
6	BLOOMINGTON 02	2017	1	2017					
7	BLOOMINGTON 03	3517	6						3517
8	BLOOMINGTON 04	1018	6						1018
9	BLOOMINGTON 05	2778	4		2778				
10	BLOOMINGTON 06	1560	1	1560					
11	BLOOMINGTON 07	2586	2		2586				
12	BLOOMINGTON 08	1113	3				1113		
13	BLOOMINGTON 09	1735	3			1735			
14	BLOOMINGTON 10	1007	3			1007			
17	BLOOMINGTON 13	1295	2		1295				
18	BLOOMINGTON 14	2395	2		2395				
20	BLOOMINGTON 16	1955	3			1955			
21	BLOOMINGTON 17	1314	2		1314				
22	BLOOMINGTON 18	3643	6				3643		
23	BLOOMINGTON 19	1396	6						1396
24	BLOOMINGTON 20	1842	1						1842
25	BLOOMINGTON 21	1916	3			1916			
26	BLOOMINGTON 22	2645	3			2645			
27	BLOOMINGTON 23	2500	2		2500				
33	PERRY 01	1141	1	1141					
35	PERRY 03	2270	1	2270					
37	PERRY 05	2247	1	2247					
38	PERRY 06	1171	5					1171	
39	PERRY 07	1671	6						1671
40	PERRY 08	1355	5					1355	
41	PERRY 09	1690	5					1690	
42	PERRY 10 ?	1857	5					1857	
43	PERRY 11	1663	5					1663	
44	PERRY 12	1215	5					1215	
45	PERRY 13	1321	5					1321	
46	PERRY 14	1440	4				1440		
47	PERRY 15	1064	4				1064		
48	PERRY 16	1310	4				1310		
49	PERRY 17	1438	4				1438		
50	PERRY 18	1251	5				1251		
51	PERRY 19	1326	4				1326		
52	PERRY 20	2206	3			2206			
53	PERRY 21	2462	3			2462			
58	PERRY 26	915	4				915		
60	PERRY 28	351	5					351	
61	PERRY 29	2340	1	2340					
62	PERRY 30	1827	6						1827
63	PERRY 31	1523	5					1523	
64	PERRY 32	1526	4				1526		
74	RICHLAND 09	30	1	30					
77	VAN BUREN 02	2072	1	2072					

Total Populations 80408
Avg. District Pop. **13401**

Range between smallest & largest: **8.66%**



MEMO FROM COUNCIL OFFICE ON:

Resolution 20-18 – To Approve and Authorize the Execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586

Note

Resolution 20-18 is not on the Agenda for the December 2, 2020 meeting. It will be presented and discussed at a December 9, 2020 Common Council Committee meeting, and voted on at the Regular Session on December 16, 2020. It is included in this packet because it relates to Ordinance 20-32, which is on the December 2, 2020 Agenda.

Synopsis

Resolution 20-18 approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586

Relevant Materials

- Resolution 20-18
- Staff Memo from Philippa Guthrie, Corporation Counsel
- 2020 Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586
- 2020 Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 (Redlined Version)
- Fiscal Impact Statement forthcoming

Summary

Resolution 20-18 approves and authorizes the execution of a four-year Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586, and is presented concurrently with Ordinance 20-32, which fixes the salaries of police and fire fighters for the City for 2021.

[Bloomington Municipal Code Chapter 2.34](#) sets forth the procedures for fire fighters collective bargaining and the appropriate subjects for bargaining. Those subjects generally include salary and pay schedules, vacation schedules and accumulation, grievance procedures, clothing allowance, and group insurance.

Issues not subject to bargaining under Chapter 2.34 of the BMC are addressed through the established chain of command of the fire department or through other procedures created by statute or ordinance.

Pursuant to its terms, the CBA takes effect upon the approval of the Common Council. Because the CBA is negotiated between the City and the bargaining unit, the Common Council does not have a direct means to amend it.



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Several changes in the CBA will have a major fiscal impact on the City, which the staff estimates to be \$1,946,339 over four years.

Contact

Philippa Guthrie, Corporation Counsel, guthriep@bloomington.in.gov, 812-349-3426

RESOLUTION 20-18

**TO APPROVE AND AUTHORIZE THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

WHEREAS, Chapter 2.34 of the Bloomington Municipal Code establishes a procedure for Firefighters Collective Bargaining; and

WHEREAS, the City and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 have negotiated and reached agreement on provisions for a collective bargaining agreement covering calendar years 2021, 2022, 2023 and 2024; and

WHEREAS, it is in the best interests of the City to approve and execute the agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586, a copy of which Agreement is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this ____ day of December, 2020.

STEPHEN VOLAN, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this ____ day of December, 2020.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of December, 2020.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586.

MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

TO: Common Council
FROM: Philippa Guthrie, Corporation Counsel
RE: Collective Bargaining Agreement - Bloomington Metropolitan IAFF
DATE: _____

INTRODUCTION

During October, 2020, the Bloomington Metropolitan International Association of Fire Fighters, Local 586 (hereafter, “the Union”) voted in favor of a new collective bargaining agreement negotiated between the administration and the Union’s negotiating team. The new agreement represents a settlement of bargainable terms under Bloomington Municipal Code § 2.34. The Union and the administration are asking the Council to review and approve the contract.

BACKGROUND

From May through September, 2020, the administration and the Union’s bargaining teams worked together to reach terms on a collective bargaining agreement. Both sides worked diligently and bargained in good faith. The negotiations were fair, amicable and productive. In September, after a negotiation session, the parties prepared an agreement for the Union’s members to consider. In October, the Union voted in favor of the contract. The attached contract represents a four-year settlement of terms covering years 2021, 2022, 2023 and 2024. The administration recommends that the City Council approve the proposed collective bargaining agreement.

SUBSTANTIVE CHANGES

The agreement contains several changes that will have a direct fiscal impact on the City. Staff estimates the total cost of the agreement to be \$1,946,339 over four years. Significant substantive changes to the contract are described and enumerated below.

Base Salary

The parties agreed to a one percent (1.0%) base salary increase in 2021 and a two percent (2.0%) base salary increase for each of the years 2022, 2023 and 2024.

Longevity

The agreement significantly changes the previous longevity structure. Under the prior agreement, employees received longevity pay of \$800 per year starting in their second year of employment, and increasing at certain intervals: Year 4 (\$1,100/year), Year 6 (\$1,400/year), Year 14 (\$1,700/year) and Year 18 (\$1,900). At Year 20 and thereafter, the longevity amount was \$3,750.

Under the structure in this agreement, longevity pay starts at \$400/year in Year 2, and increases by \$100 each year thereafter through Year 19 (e.g. \$500 in Year 3, \$600 in Year 4, etc. through \$2100 in Year 19).

In Year 20 and beyond, longevity pay is structured in a new manner. The amount of longevity pay for each of these years is \$12,500/year, but the amount of longevity pay that any employee actually receives is capped at \$3,750/year. The purpose of this bifurcated structure is to provide a significantly higher pension benefit.

The state pension fund calculates firefighter pension rates by adding the amount of the base salary of a firefighter first class to the amount of the 20-year longevity rate. Under this new structure, the pension base for 2021 would be \$67,120 (\$54,625 base pay + \$12,500 longevity pay) instead of \$58,375 (\$54,625 + \$3,750). This difference will enable our employees to receive significantly higher pension payments during the years of their retirement, while limiting their salary amount during their period of employment to levels consistent with past practice.

The City's contribution to the state pension fund would be based on the full \$12,500 amount, meaning that the City would continue to provide the proper proportionate contribution to the State, as it does with all employee pension contributions.

Certification Pay

The collective bargaining agreement incentivizes employees to obtain various professional certifications. Under this contract, the number of qualifying certifications is increased from 29 to 51. The payment structure for certifications is simplified to \$100/certification, and the maximum number of certifications for which an employee may receive additional pay is increased from 8 to 15 (i.e. up to \$1,500/year).

Command Appointments

Command appointments, which are additional employment responsibilities conferred by the Chief, also carry additional pay.

Under this agreement, three new command appointments (Squad Driver, Squad Officer and Shift Logistics Technician) have been added to address certain needs within the department, while two appointments that are now obsolete (Shift Investigator and Air Mask Technician) have been removed. Compensation amounts for several command appointments have been adjusted.

No Cap on Additional Pay

Previously, an employee's total additional payments for longevity, certifications, command appointments, and level of education were capped at \$4,800/year. This agreement removes that cap, in order to provide greater incentive for long-term employees to take on additional responsibilities.

Acting Pay

Qualified employees are sometimes called upon to take the place of higher-ranking personnel who are absent. However, the lower-ranking employee is not compensated for acting at the higher-ranking level until s/he has filled the role for a certain number of days. This agreement reduces that number of days from 60 to 30, and expands the acting pay benefit to Captains who fill in for Battalion Chiefs.

Clothing Allowance

Through its quartermaster system, the City provides employees with safety equipment, including firefighting gear, gloves, helmets, eye protection, etc. However, employees are responsible for purchasing their own dress uniforms, badge shirts, duty wear (e.g. department t-shirt) and workout clothes. To offset these purchase costs, the City provides an annual clothing allowance to employees.

The proposed contract increases employees' annual clothing allowance from \$450 to \$500 and clarifies that the City will provide certain additional safety equipment to employees through the quartermaster system.

CONCLUSION

After months of negotiation, the administration is satisfied that the terms of the new collective bargaining agreement are fair to all parties. Union membership has approved the new contract, and the administration recommends that the Common Council do the same.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 586**

TABLE OF CONTENTS

Page

ARTICLE I.	Terms, Conditions and Definitions.....	1
ARTICLE II.	Recognition	4
ARTICLE III.	Management Rights	4
ARTICLE IV.	Union Rights	6
ARTICLE V.	Basic Salary Ordinance	8
ARTICLE VI.	Longevity/Certification/Appointments/Education	9
ARTICLE VII.	Clothing Allowance.....	11
ARTICLE VIII.	Holiday Pay.....	12
ARTICLE IX.	Life Insurance	13
ARTICLE X.	Firefighter Health and Safety	13
ARTICLE XI.	Health Insurance/Dental Insurance	14
ARTICLE XII.	Bereavement	14
ARTICLE XIII.	Unscheduled Duty/Holdover/Mandatory Training Pay	15
ARTICLE XIV.	Acting Pay/Temporary Reassignment Pay	16
ARTICLE XV.	Vacation/Kelly Days.....	17
ARTICLE XVI.	Sickness and Injury.....	18
ARTICLE XVII.	Layoffs.....	20
ARTICLE XVIII.	Negotiation Time.....	20
ARTICLE XIX.	Labor-Management Committee	21
ARTICLE XX.	Non-Discrimination.....	22
ARTICLE XXI.	Personnel Service Records	22
ARTICLE XXII.	Agreement Grievance Procedure	23

ARTICLE XXIII. Interdepartmental Transfer.....24
ARTICLE XXIV. Full and Complete Agreement.....25

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

ARTICLE I. Terms, Conditions and Definitions

A. Agreement Terms and Conditions

This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2021, 2022, 2023, and 2024 . It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

- (1) Receipt in each and every year of the Agreement (2021, 2022, 2023, and 2024) by the Civil City of Bloomington of no less than one million, two-hundred thousand (\$1,200,000.00) dollars from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."**
- (2) The City of Bloomington being legally authorized in each and every year of the Agreement (2021, 2022, 2023, and 2024) to increase its ad valorem property tax by a minimum of at least three percent (3%) rate of growth over the previous year's maximum permissible ad valorem property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year2021) as provided for and defined**

in Ind. Code § 6-1.1-18.5 *et seq.* entitled “Civil Government Property Tax Controls.” The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

- (3) Receipt in each and every year of the Agreement (2021, 2022, 2023, and 2024) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars (\$7,500,000.00) in certified shares under any local income tax (“LIT”) distribution (“LIT Funds”) as provided for and defined in Ind. Code §6-3.6-1 *et seq.* entitled "Local Income Taxes." For the avoidance of doubt, LIT Funds shall not include any tax distributions allocated specifically to public safety or the Public Safety Answering Point by ordinance under Ind. Code § 6-3.6 *et seq.***
- (4) Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.**

In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Article V for all subsequent years covered by this Agreement. The City shall inform the Unit of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin

new negotiations on the subject of said salary rates only, pursuant to Bloomington Municipal Code §2.34, and following.

In the event that Bloomington Municipal Code §2.34.010 "Recognition" is amended to recognize another union in lieu of the Bloomington Metropolitan IAFF Local 586, then it is specifically understood and agreed by the parties that all terms and conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.

In the event that Bloomington Municipal Code §2.34.040, "Issues Subject to Bargaining," is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue(s) for all subsequent years covered by this Agreement.

B. Definitions

Anniversary Date: The date employee began work at the Fire Department

BMF: The Bloomington Metropolitan IAFF, Local 586

Certification: State approved Master Firefighter and/or NFPA certification

City: City of Bloomington

Collective Bargaining Agreement: A legally binding contract between the City and Unit which regulates the terms and conditions of employment

Department: Bloomington Fire Department

Kelly Day: A pre-scheduled shift off taken at routine intervals.

NFPA: The National Fire Protection Association

OSHA: Occupational Safety and Health Administration

**Tour of Duty: The 24-hour shift worked by firefighters in the
Department**

ARTICLE II. Recognition

This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.34, and following.

ARTICLE III. Management Rights

The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:

- 1. The right to direct the work of its employees;**
- 2. The right to establish policy;**
- 3. The right to maintain the efficiency of public operations;**
- 4. The right to design and implement safety programs for employees;**
- 5. The right to design and implement a physical fitness and job training program for employees;**
- 6. The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;**
- 7. The right to determine job content and job descriptions;**
- 8. The right to determine, effectuate, and implement the objectives and goals of the City;**
- 9. The right to manage and supervise all operations and functions of the City;**
- 10. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;**

11. **The right to establish, modify, change and discontinue work standards;**
12. **The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve employees from duties due to lack of work or funds or other legitimate reason;**
13. **The right to increase, reduce, change, modify, and alter the composition and size of the work force;**
14. **The right to determine, establish, set and implement policies for the selection, training and promotion of employees;**
15. **The right to create, establish, change, modify, and discontinue any City functions, operation and department;**
16. **The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;**
17. **The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;**
18. **The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;**
19. **The right to determine the size and character of inventories and their disposal;**
20. **The right to determine and enforce employee quality and quantity standards;**
21. **The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;**
22. **The right to engage consultants for any function or operation of the City;**
23. **The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;**

24. The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;
25. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same; and
26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

ARTICLE IV. Union Rights

1. **Dues Check-off.** Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan IAFF, Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2. **Bulletin Boards.** The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3. **Non-discrimination.** The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

4. Time off for Union Business. The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To encourage participation in state or national events, the City shall provide the BMF Local 586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. If a member of the Union is elected to a state or national Union office, the member shall be afforded an additional five (5) total tours of duty off for Union business. If more than one member of the Union is elected to a state or national Union office, the Union must divide the additional five (5) tours among all of the members elected to such offices. Union time off may be scheduled in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

5. Meetings. The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

ARTICLE V. Basic Salary Ordinance

A. Effective January 1, 2021 the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase one percent (1%) and shall be as follows:

Firefighter 1st Class	\$54,625.00
Chauffeur	\$56,784.00
Captain	\$61,126.00

B. Effective January 1, 2022, the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	\$55,718.00
Chauffeur	\$57,920.00
Captain	\$62,349.00

C. Effective January 1, 2023, the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	\$56,832.00
Chauffeur	\$59,078.00
Captain	\$63,596.00

D. Effective January 1, 2024 the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	\$57,969.00
Chauffeur	\$60,260.00
Captain	\$64,868.00

E. PERF. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department. These payments are based on the salary of a first

class firefighter plus twenty years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

ARTICLE VI. Longevity/Certification/Appointments/Education Pay

A. Longevity Pay

Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>YEARS OF SERVICE</u>	2021-2024
1	0
2	400
3	500
4	600
5	700
6	800
7	900
8	1,000
9	1,100
10	1,200
11	1,300
12	1,400
13	1,500
14	1,600
15	1,700
16	1,800
17	1,900
18	2,000
19	2,100
20+	\$3,750/\$12,500*

*Longevity pay is capped at \$3,750; however, Pension contributions are made at the full 20+ longevity rate of \$12,500.

B. Certification Pay

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department's Professional Standards and Promotion Guide shall be eligible for additional compensation in accordance with the table set forth below:

<u>Number</u>	<u>Amount</u>
1	\$100
2	\$200
3	\$300
4	\$400
5	\$500
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500

A maximum of fifteen (15) certificates, or one thousand, five hundred dollars (\$1,500.00), shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay.

C. Professional and Command Appointments

Additional pay for professional and command appointments shall be as follows:

Squad Officer	\$1,800
Headquarters Captain	\$1,000
Station Captain	\$1,000
Squad Driver	\$900
Engineer	\$900
Shift Training Instructor	\$800
Sergeant	\$500
Shift Logistics Technician	\$500
Rescue Technician	\$200

Headquarters Station Differential \$100

D. Education

Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.

Education Pay shall be paid as follows:

Level 1 . . . Associate 2-year degree	\$500
Level 2 . . . Bachelor 4-year degree	\$1,200

ARTICLE VII. Clothing Allowance

Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of five hundred dollars (\$500.00). Firefighters shall be required to procure and maintain their uniforms, not including personal protective equipment, with their clothing allowance. Clothing allowance checks will be distributed in a single disbursement to all eligible members on the regularly scheduled payday that falls on or immediately preceding June 15 of each year.

The City shall operate a quartermaster system and shall provide all personal protective equipment necessary for members to perform their duties. Personal protective equipment shall include:

- Structural firefighting coat;**
- Structural firefighting pants;**
- Structural firefighting boots;**

**Structural firefighting helmet;
Structural firefighting gloves;
Structural firefighting protective hood;
Extrication gloves; and
High-visibility jackets.**

Members shall continue to procure and maintain their own uniforms. Uniforms shall include:

**Class A dress uniform;
Class B button-up uniform;
Class C work uniform; and
Any other clothing items required by Department regulation or order.**

ARTICLE VIII. Holiday Pay

For the term of this Contract, employees in the Unit shall receive one-hundred dollars (\$100.00) per holiday for each holiday an employee is regularly scheduled to work. Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.

ARTICLE IX. Life Insurance

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars (\$50,000.00); or a total of one hundred thousand dollars (\$100,000) in the event of accidental death, the premiums for which shall be paid by the City.

ARTICLE X. Firefighter Health and Safety

It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.

If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.

Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.

ARTICLE XI. Health Insurance/Dental Insurance

Firefighters shall be eligible to participate in the City's group medical/dental insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final decision as to scope of coverage and the choice of insurance carrier shall rest with the City.

Retired employees shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for active employees.

The City and employees jointly recognize the problem of potential medical premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

ARTICLE XII. Bereavement

Bereavement leave is available after completion of a firefighter's initial probationary period. If there is a death in the employee's immediate family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of the employee's mate, or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed two (2) tours of duty. In the case of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one tour of duty.

Any other absence in connection with funerals of other relatives or friends may be excused using a vacation day or without pay at the discretion of the Chief.

ARTICLE XIII. Unscheduled Duty/Holdover/Mandatory Training Pay

Members shall receive **Unscheduled Duty Pay** at their regular hourly rate of pay with an established minimum of two (2) hours pay with no maximum limit. **Unscheduled duty shall include only instances when a firefighter is called in from off-duty time, and shall not include holdover from an on-duty shift ("end-of shift run"). Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments with no maximum and shall also be paid at a member's regular rate of pay. The two (2) hour minimum shall not apply to holdover duty.**

Mandatory Training required by the Department during a firefighter's off-duty time shall also be compensated at a member's regular rate of pay with a minimum of two (2) hours pay and a maximum of eight (8) hours pay. A member shall only be compensated at his/her regular rate of pay for **Unscheduled Duty, Holdover, and Mandatory Training until the number of his/her hours worked exceed the applicable Fair Labor Standards Act (FLSA) overtime threshold. Once a member's number of hours worked exceed the applicable FLSA overtime threshold, the member shall be paid overtime at the rate established by the FLSA.**

ARTICLE XIV. Acting Pay

A firefighter or Captain in the Unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters and Captains shall be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter (or in the case of a Captain, on

behalf of a Battalion Chief) who is sick or on vacation, but will only receive "acting pay" for the position in the event the "acting" status exceeds thirty (30) consecutive calendar days.

A reassignment payment of ten dollars (\$10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station ranking officer during the same pay period in which the reassignment takes place. Failure to complete and submit the reassignment slip will result in forfeiture of payment.

ARTICLE XV. Vacation Days and Kelly Days

After having completed twelve (12) months of continuous employment, members of the Unit shall receive tours of duty off for years of continuous active service with the Department as contained in the table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the firefighter's captain and scheduled with the Battalion Chief in accordance with Department Regulations and/or Orders in order to guarantee the tour of duty off.

Vacation days may be scheduled in either twelve (12) hour, one-half tour of duty increments from the beginning to the middle of the tour of duty or from the middle to the end of the tour of duty; or vacation days may be scheduled for an entire twenty-four (24) hour tour of duty. Vacation days scheduled in twelve (12) hour, one-half tour of duty increments shall count as one-half vacation day used. Approval of vacation days shall be dependent on the number of personnel scheduled off for the tour of duty. Vacation days are afforded for years of continuous active service with the Department in accordance with the table below:

<u>Years of Service</u>	<u>24-hr Tour of Duty</u>
0	0
1	5
2	5
3	5
4	5
5	5
6	6
7	6
8	6
9	7
10	7
11	7
12	8
13	8

14	8
15	9
16	9
17	9
18	10
19	10
20	10
21	11
22	11
23	11
24	12
25	12
26	12

In addition to vacation days, members of the Department shall receive eight additional days, known as Kelly Days, per year. Kelly Days will be scheduled in accordance with Department Regulations and/or General Orders.

ARTICLE XVI. Sickness and Injury

Firefighters of the department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the firefighter's captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Members utilizing sick leave shall submit a doctor's statement in accordance with Department Regulations. If a doctor's statement is required by Department Regulation, the statement shall contain the expected date of return to duty, any limitations of duty and shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the firefighter's captain or Battalion Chief prior to the next regularly scheduled tour of duty in

order to inform the supervisor of the expected date of return and any limitations of duty. The firefighter shall return to duty as soon as possible after an illness or injury.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the firefighter in accordance with current Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the firefighter's medical insurance or workers compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the firefighter was on the City's medical insurance plan.

ARTICLE XVII. Layoffs

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of the number of sworn personnel to be laid off.

Sworn personnel with the least seniority will be laid off first and recalled last. Sworn personnel that have been laid off will be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel will not be hired as the result of a layoff to perform any duties previously performed by a firefighter.

ARTICLE XVIII. Negotiation Time

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3rd) member from the same shift be excused. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's off-duty time.

ARTICLE XIX. Labor-Management Committee

The City and employees in the Unit agree to utilize a joint Labor-Management Committee which shall consist of three (3) representatives appointed by the Mayor and three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a

change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

In the event that a majority of the Committee shall fail to reach an agreement on any proposal after four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days the Fire Chief and Union President shall resolve the matter or forward it on to the Board of Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.

ARTICLE XX. Non-Discrimination

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex, disability, sexual orientation, national origin, familial status or ancestry, or any other legally protected classification.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

ARTICLE XXI. Personnel Service Records

Inspection of documents contained in an employee's personnel file shall be in accordance with state law. Each employee shall be given a copy of all additions to their file at the time such additions are made or in a reasonable time thereafter.

Complaints determined to be unfounded or those in which the employee was found not to be involved or is exonerated will not be placed in the employee's personnel file. Sustained complaints will be retained in accordance with state law.

Any adverse personnel action taken by the Board of Public Safety may be considered at any time. Any adverse personnel action taken by the Chief or another supervisor in the Department may not be considered by the Department beyond three (3) years from the date of the adverse personnel action.

ARTICLE XXII. Agreement Grievance Procedure

Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures.

The term “work days” as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

- 1. An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and firefighter’s captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.**
- 2. Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.**

After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.

- 3. Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10) working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.**
- 4. Within ten (10) working days of receipt of the Chief’s written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.**
- 5. In the event that a grievance is not resolved in Step Four of this Procedure, it may be submitted to non-binding advisory arbitration by the giving of written notice by one party to the other within ten (10) working days of the response of**

the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented, but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.

ARTICLE XXIII. Interdepartmental Transfer

The City of Bloomington values the public service provided by employees. Transfer from the Fire Department to a civilian position or the Police Department shall be as follows:

Any accumulated vacation time shall be taken before transfer from the department or paid to the employee.

The employee will receive and accumulate vacation days based on one-half of the employee's respective of years of service, as applied to either the Police Department's vacation or Civil City's vacation/PTO schedule. As an example, if the employee has 20 years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Police Department or Civil City.

If the transfer is to the Police Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time may be taken during probation or the applicable period for the new position.

The employee shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

The employee shall receive no other benefit from transfer (including, but not limited to longevity or training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.

ARTICLE XXIV. Full and Complete Agreement

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal Code §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective on the date this Agreement is approved by the City Council constitutes the sole, entire and existing Agreement between the parties hereto and, effective on the date this Agreement is approved by the City Council, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and

restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal Code §2.34.

Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1st of the last year of the contract. In the event that a new agreement is not reached before July 1st of 2024, then the terms and provisions of the Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.

This Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2021 through December 31, 2024.

**BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 586**

CITY OF BLOOMINGTON

Jordan Canada, President

John Hamilton, Mayor

Robert McWhorter, Jr., Vice President

**Stephen Volan, President
Bloomington Common Council**

SIGNED this _____ day of _____, 2020.

Reviewed and Approved this _____ day of _____, 2020.

**Philippa Guthrie
Corporation Counsel
City of Bloomington**

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF FIRE_FIGHTERS,
LOCAL 586**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I.	Terms, Conditions and Definitions	1
ARTICLE II.	Recognition	4
ARTICLE III.	Management Rights	4
ARTICLE IV.	Union Rights	6
ARTICLE V.	Basic Salary Ordinance	8
ARTICLE VI.	Longevity/Certification/Appointments/Education/Lump Sum	9
ARTICLE VII.	Clothing Allowance	11
ARTICLE VIII.	Holiday Pay	12
ARTICLE IX.	Life Insurance	13
ARTICLE X.	Firefighter Health and Safety	13
ARTICLE XI.	Health Insurance/Dental Insurance	14
ARTICLE XII.	Bereavement	14
ARTICLE XIII.	Unscheduled Duty/Holdover/Mandatory Training Pay	15
ARTICLE XIV.	Acting Pay/Temporary Reassignment <u>Pay</u>	16
ARTICLE XV.	Vacation/<u>Kelly Days</u>City Days	17
ARTICLE XVI.	Sickness and Injury	18
ARTICLE XVII.	Layoffs	20
ARTICLE XVIII.	Negotiation Time	20
ARTICLE XIX.	Labor-Management Committee	21
ARTICLE XX.	Non-Discrimination	22
ARTICLE XXI.	Personnel Service Records	22
ARTICLE XXII.	Agreement Grievance Procedure	23

ARTICLE XXIII.	Interdepartmental Transfer	24
ARTICLE XXIV.	Full and Complete Agreement	25

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

ARTICLE I. Terms, Conditions and Definitions

A. Agreement Terms and Conditions

This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2021, 2022, 2023, and 2024 ~~2017, 2018, 2019, and 2020~~. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

- (1) Receipt in each and every year of the Agreement (2021, 2022, 2023, and 2024~~2017, 2018, 2019, and 2020~~) by the Civil City of Bloomington of no less than one million, two-hundred thousand (\$1,200,000.00) dollars from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."
- (2) The City of Bloomington being legally authorized in each and every year of the Agreement (2021, 2022, 2023, and 2024~~2017, 2018, 2019, and 2020~~) to increase its ad valorem property tax by a minimum of at least three percent (3%) rate of growth over the previous year's maximum permissible ad valorem property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year-

~~2021~~2017) as provided for and defined in Ind. Code § 6-1.1-18.5 *et seq.*

entitled “Civil Government Property Tax Controls.” The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

- (3) Receipt in each and every year of the Agreement (~~2021, 2022, 2023, and 2024~~2017, 2018, 2019, and 2020) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars (\$7,500,000.00) in certified shares under any local income tax (“LIT”) distribution (“LIT Funds”) as provided for and defined in Ind. Code §63.61 *et seq.* entitled "Local Income Taxes." For the avoidance of doubt, LIT Funds shall not include any tax distributions allocated specifically to public safety or the Public Safety Answering Point by ordinance under Ind. Code § 6-3.6 *et seq.*

- (4) Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.

In the event that any of the abovestated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Article V for all subsequent years covered by this Agreement. The City shall inform the Unit of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to Bloomington Municipal Code §2.34, and following.

In the event that Bloomington Municipal Code §2.34.010 “Recognition” is amended to recognize another union in lieu of the Bloomington Metropolitan ~~Firefighters-IAFF~~ Local 586, then it is specifically understood and agreed by the parties that all terms and

conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.

In the event that Bloomington Municipal Code §2.34.040, "Issues Subject to Bargaining," is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue(s) for all subsequent years covered by this Agreement.

B. Definitions

Anniversary Date: The date employee began work at the Fire Department

BMF: The Bloomington Metropolitan IAFF, Local 586

Certification: State approved Master Firefighter and/or NFPA certification

City: City of Bloomington

~~City Day: Personal day for firefighter which is one Tour of Duty~~

Collective Bargaining Agreement: A legally binding contract between the City and Unit which regulates the terms and conditions of employment

Department: Bloomington Fire Department

Kelly Day: A pre-scheduled shift off taken at routine intervals.

NFPA: The National Fire Protection Association

OSHA: Occupational Safety and Health Administration

~~BMF: The Bloomington Metropolitan Firefighters Local 586~~

Tour of Duty: The 24-hour shift worked by firefighters in the Department

ARTICLE II. Recognition

This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.34, and following.

ARTICLE III. Management Rights

The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:

- 1. The right to direct the work of its employees;**
- 2. The right to establish policy;**
- 3. The right to maintain the efficiency of public operations;**
- 4. The right to design and implement safety programs for employees;**
- 5. The right to design and implement a physical fitness and job training program for employees;**
- 6. The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;**
- 7. The right to determine job content and job descriptions;**
- 8. The right to determine, effectuate, and implement the objectives and goals of the City;**
- 9. The right to manage and supervise all operations and functions of the City;**
- 10. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;**
- 11. The right to establish, modify, change and discontinue work standards;**
- 12. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve**

employees from duties due to lack of work or funds or other legitimate reason;

13. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
14. The right to determine, establish, set and implement policies for the selection, training and promotion of employees;
15. The right to create, establish, change, modify, and discontinue any City functions, operation and department;
16. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;
17. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;
18. The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;
19. The right to determine the size and character of inventories and their disposal;
20. The right to determine and enforce employee quality and quantity standards;
21. The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;
22. The right to engage consultants for any function or operation of the City;
23. The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;
24. The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;
25. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments,

divisions, subdivisions, locations and the closing and discontinuance of the same; and

26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

ARTICLE IV. Union Rights

1. **Dues Check-off.** Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan ~~IAFF, Firefighters~~ Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2. **Bulletin Boards.** The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3. **Non-discrimination.** The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

4. **Time off for Union Business.** The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To

encourage participation in state or national events, the City shall provide the BMF Local 586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. If a member of the Union is elected to a state or national Union office, the member shall be afforded an additional five (5) total tours of duty off for Union business. If more than one member of the Union is elected to a state or national Union office, the Union must divide the additional five (5) tours among all of the members elected to such offices. Union time off may be scheduled in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

5. Meetings. The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

ARTICLE V. Basic Salary Ordinance

A. Effective January 1, ~~2021-2017~~ the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase ~~onetwo~~ percent (~~12~~%) and shall be as follows:

Firefighter 1 st Class	\$54,625.00 \$50,964.00
Chauffeur	\$56,784.00 \$52,979.00
Captain	\$61,126.00 \$57,030.00

B. Effective January 1, ~~2022~~**2018**, the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1 st Class	\$55,718.00 \$51,984.00
Chauffeur	\$57,920.00 \$54,038.00
Captain	\$62,349.00 \$58,171.00

C. Effective January 1, ~~2023~~**2019**, the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1 st Class	\$56,832.00 \$53,023.00
Chauffeur	\$59,078.00 \$55,119.00
Captain	\$63,596.00 \$59,334.00

D. Effective January 1, ~~2024~~**2020**, the base salary rate for Firefighter 1st Class,

Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1 st Class	\$57,969.00 \$54,084.00
Chauffeur	\$60,260.00 \$56,222.00
Captain	\$64,868.00 \$60,521.00

E. PERF. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department. These payments are based on the salary of a first class firefighter plus twenty years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

ARTICLE VI. Longevity/Certification/Appointments/Education Pay

A. Longevity Pay

(1)—Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>YEARS OF SERVICE</u>	<u>2021-2024</u> <u>2014-2016</u>
1	0
2	<u>400</u> 800
3	<u>500</u> 800
4	<u>600</u> <u>1,100</u>
5	<u>700</u> <u>1,100</u>
6	<u>800</u> <u>1,400</u>
7	<u>900</u> <u>1,400</u>
8	<u>1,000</u> <u>1,400</u>
9	<u>1,100</u> <u>1,400</u>
10	<u>1,200</u> <u>1,400</u>
11	<u>1,300</u> <u>1,400</u>
12	1,400
13	<u>1,500</u> <u>1,400</u>
14	<u>1,600</u> <u>1,700</u>
15	1,700
16	<u>1,800</u> <u>1,700</u>
17	<u>1,900</u> <u>1,700</u>
18	<u>2,000</u> <u>1,900</u>
19	<u>2,100</u> <u>1,900</u>
20+	<u>\$3,750/\$12,500*</u>

***(2) Longevity pay is capped at \$3,750; however, Pension contributions are made at the full 20+ longevity rate of \$12,500.**

B. Certification Pay

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department’s Professional Standards and Promotion Guide ~~the following certifications~~ shall be eligible for additional compensation in accordance with the table set forth below:

- ~~(1) Airport Firefighter~~ ~~(2) Automobile Extrication Technician~~
~~(3) Confined Space Rescue Technician~~ ~~(4) Driver/Operator Aerial~~

- | | |
|---|--|
| (5) Driver/Operator Mobile Water Supply | (6) Driver/Operator Pumper |
| (7) Fire Inspector I | (8) Fire Inspector II |
| (9) Fire Instructor I | (10) Fire Instructor II/III |
| (11) Fire Investigator | (12) Fire Officer I |
| (13) Fire Officer II | (14) Fire Officer III |
| (15) Fire Officer IV | (16) Fire Officer Strategy and Tactics* |
| (17) Fire Prevention/Inspection | (18) Fire Service Management |
| (19) Fire/Arson Investigation | (20) HAZMAT Technician |
| (21) Rope Rescue Technician | (22) Safety Officer* |
| (23) Structural Collapse Rescue Technician | (24) Surface Ice Rescue Technician |
| (25) Swift Water Rescue Technician | (26) Trench Rescue Technician* |
| (27) Vehicle and Machinery Rescue Technician | (28) Wilderness Rescue Technician |
| (29) Wildland Fire Suppression | |

<u>Number</u>	<u>Amount</u>
<u>1</u>	<u>\$100300</u>
<u>2</u>	<u>\$200400</u>
<u>3</u>	<u>\$300500</u>
<u>4</u>	<u>\$400600</u>
<u>5</u>	<u>\$500700</u>
<u>6</u>	<u>\$600800</u>
<u>7</u>	<u>\$700900</u>
<u>8</u>	<u>\$8001,000</u>
<u>9</u>	<u>\$900</u>
<u>10</u>	<u>\$1,000</u>
<u>11</u>	<u>\$1,100</u>
<u>12</u>	<u>\$1,200</u>
<u>13</u>	<u>\$1,300</u>
<u>14</u>	<u>\$1,400</u>
<u>15</u>	<u>\$1,500</u>

~~*The names of these certifications have changed over the years. Firefighters shall be eligible for compensation for equivalent certifications with different names (i.e. Master Strategy and Tactics, Incident Safety Officer, and Trench Technician), but only for either the new or the old certification where the names have changed.~~

—————A maximum of fifteen (15)~~eight (8)~~ certificates, or one thousand, five hundred dollars (\$1,500.00~~\$1,000.00~~), shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay. ~~If the State of Indiana modifies its list of~~

~~certifications during the course of this contract, the parties agree to meet to discuss appending the contract to clarify which certifications will be included as payable.~~

C. Professional and Command Appointments

Additional pay for professional and command appointments shall be as follows:

Senior Headquarters Captain	\$1,400
Rescue Technician	\$2001,200
Squad Officer	\$1,800
Headquarters Captain	\$1,000900
Station Captain	\$1,000
Squad Driver	\$900
Headquarters Sergeant	\$900
Engineer	\$900
Shift Training Instructor	\$800
Shift Investigator	\$600
Air Mask Technician	\$600
Station Captain	\$1000500
Sergeant	\$500
Squad Officer	\$1800
Squad Driver	\$900
Shift Logistics Technician	\$500
Rescue Technician	\$200
Headquarters Station Differential for Firefighters 1st Class, Chauffeurs and Captains	\$100

D. Education

Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.

Education Pay shall be paid as follows:

Level 1 . . . Associate 2-year degree	\$500
Level 2 . . . Bachelor 4-year degree	\$1,200

~~E. Other~~

~~Maximum additional pay under Sections A through D of this Article shall not exceed four thousand, eight hundred dollars (\$4,800.00) annually.~~

ARTICLE VII. Clothing Allowance

Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of ~~five hundred~~~~four-hundred fifty~~ dollars (\$~~500.00~~~~450.00~~). Firefighters shall be required to procure and maintain their uniforms, not including personal protective equipment, with their clothing allowance. ~~Clothing allowance checks will be issued no later than the regularly scheduled payday which falls on or immediately preceding June 15 of each year of this Agreement. Clothing allowance checks will be distributed in a single disbursement to all eligible members on the regularly scheduled payday that falls on or immediately preceding June 15 of each year.~~

The City shall operate a quartermaster system and shall provide all personal protective equipment necessary for members to perform their duties. Personal protective equipment shall include:

- Structural firefighting coat;
- Structural firefighting pants;
- Structural firefighting boots;
- Structural firefighting helmet;
- Structural firefighting gloves; **and**
- Structural firefighting protective hood; ~~;~~
- Extrication gloves; and
- High-visibility jackets.

Members shall continue to procure and maintain their own uniforms. Uniforms shall include:

- Class A dress uniform;
- Class B button-up uniform;
- Class C work uniform; and
- Any other clothing items required by Department regulation or order.

~~As the City transitions from a clothing allowance model to a quartermaster system, members may be required to continue using their present personal protective equipment until the City is able to provide replacement gear.~~

ARTICLE VIII. Holiday Pay

For the term of this Contract, employees in the Unit shall receive one-hundred dollars (\$100.00) per holiday for each holiday an employee is regularly scheduled to work.

Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.

ARTICLE IX. Life Insurance

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars (\$50,000.00); or a total of one hundred thousand dollars (\$100,000) in the event of accidental death, the premiums for which shall be paid by the City.

ARTICLE X. Firefighter Health and Safety

It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.

If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee

has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.

Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.

ARTICLE XI. Health Insurance/Dental Insurance

Firefighters shall be eligible to participate in the City's group medical/dental insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final decision as to scope of coverage and the choice of insurance carrier shall rest with the City. Retired employees shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for active employees.

The City and employees jointly recognize the problem of potential medical premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

ARTICLE XII. Bereavement

Bereavement leave is available after completion of a firefighter's initial probationary period. If there is a death in the employee's immediate family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of the employee's mate, or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed two (2) tours of duty. In the case of the death of an employee's grandparent, grandchild, brotherinlaw, sisterinlaw, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one tour of duty.

Any other absence in connection with funerals of other relatives or friends may be excused using a vacation day or without pay at the discretion of the Chief.

ARTICLE XIII. Unscheduled Duty/Holdover/Mandatory Training Pay

Members shall receive **Unscheduled Duty Pay** at their regular hourly rate of pay with an established minimum of two (2) hours pay with no maximum limit. **Unscheduled duty** shall include only instances when a firefighter is called in from off-duty time, and shall not include holdover from an on-duty shift ("end-of shift run"). Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments with no maximum and shall also be paid at a member's regular rate of pay. The two (2) hour minimum shall not apply to holdover duty.

Mandatory Training required by the Department during a firefighter's off-duty time shall also be compensated at a member's regular rate of pay with a minimum of two (2) hours pay and a maximum of eight (8) hours pay. A member shall only be compensated at his/her regular rate of pay for **Unscheduled Duty, Holdover, and Mandatory Training** until the number of his/her hours worked exceed the applicable Fair Labor Standards Act (FLSA) overtime threshold. Once a member's number of hours worked exceed the

applicable FLSA overtime threshold, the member shall be paid overtime at the rate established by the FLSA.

ARTICLE XIV. Acting Pay

A firefighter **or Captain** in the Unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters **and Captains** shall be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter **(or in the case of a Captain, on behalf of a Battalion Chief)** who is sick or on vacation, but will only receive "acting pay" for the position in the event the "acting" status exceeds **thirty (30)~~sixty (60)~~** consecutive calendar days.

A reassignment payment of ten dollars (\$10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station

ranking officer during the same pay period in which the reassignment takes place. on the date of reassignment. Failure to complete and submit the reassignment slip will result in forfeiture of payment.

ARTICLE XV. Vacation Days and Kelly Days

After having completed twelve (12) months of continuous employment, members of the Unit shall receive tours of duty off for years of continuous active service with the Department as contained in the table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the firefighter’s captain and scheduled with the Battalion Chief in accordance with Department Regulations and/or Orders in order to guarantee the tour of duty off.

Vacation days may be scheduled in either twelve (12) hour, one-half tour of duty increments from the beginning to the middle of the tour of duty or from the middle to the end of the tour of duty; or vacation days may be scheduled for an entire twenty-four (24) hour tour of duty. Vacation days scheduled in twelve (12) hour, one-half tour of duty increments shall count as one-half vacation day used. Approval of vacation days shall be dependent on the number of personnel scheduled off for the tour of duty. Vacation days are afforded for years of continuous active service with the Department in accordance with the table below:

<u>Years of Service</u>	<u>24-hr Tour of Duty</u>
0	0
1	5
2	5
3	5
4	5
5	5
6	6
7	6
8	6
9	7

10	7
11	7
12	8
13	8
14	8
15	9
16	9
17	9
18	10
19	10
20	10
21	11
22	11
23	11
24	12
25	12
26	12

In addition to vacation days, members of the Department shall receive eight additional days, known as Kelly Days, per year. Kelly Days will be scheduled in accordance with Department Regulations and/or General Orders.

ARTICLE XVI. Sickness and Injury

Firefighters of the department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the firefighter's captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Members utilizing sick leave shall submit a doctor's statement in accordance with Department Regulations. If a doctor's statement is required by Department Regulation, the statement shall contain the expected date of return to duty, any limitations of duty and shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the firefighter's captain or Battalion Chief prior to the next regularly scheduled tour of duty in

order to inform the supervisor of the expected date of return and any limitations of duty. The firefighter shall return to duty as soon as possible after an illness or injury.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the firefighter in accordance with current Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the firefighter's medical insurance or workers compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the firefighter was on the City's medical insurance plan.–

ARTICLE XVII. Layoffs

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of the number of sworn personnel to be laid off.

Sworn personnel with the least seniority will be laid off first and recalled last. Sworn personnel that have been laid off will be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel will not be hired as the result of a layoff to perform any duties previously performed by a firefighter.

ARTICLE XVIII. Negotiation Time

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3rd) member from the same shift be excused. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's offduty time.

ARTICLE XIX. LaborManagement Committee

The City and employees in the Unit agree to utilize a joint LaborManagement Committee which shall consist of three (3) representatives appointed by the Mayor and

three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

In the event that a majority of the Committee shall fail to reach an agreement on any proposal after four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days the Fire Chief and Union President shall resolve the matter or forward it on to the Board of Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.

ARTICLE XX. NonDiscrimination

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex, disability, sexual orientation, national origin, familial status or ancestry, or any other legally protected classification.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

ARTICLE XXI. Personnel Service Records

Inspection of documents contained in an employee's personnel file shall be in accordance with state law. Each employee shall be given a copy of all additions to their file at the time such additions are made or in a reasonable time thereafter.

Complaints determined to be unfounded or those in which the employee was found not to be involved or is exonerated will not be placed in the employee's personnel file.

Sustained complaints will be retained in accordance with state law.

Any adverse personnel action taken by the Board of Public Safety may be considered at any time. Any adverse personnel action taken by the Chief or another supervisor in the Department may not be considered by the Department beyond three (3) years from the date of the adverse personnel action.

ARTICLE XXII. Agreement Grievance Procedure

Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures.

The term “work days” as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

- 1. An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and firefighter’s captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.**
- 2. Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.**

After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.

- 3. Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10) working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.**
- 4. Within ten (10) working days of receipt of the Chief’s written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the**

next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.

5. In the event that a grievance is not resolved in Step Four of this Procedure, it may be submitted to nonbinding advisory arbitration by the giving of written notice by one party to the other within ten (10) working days of the response of the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented, but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.

ARTICLE XXIII. Interdepartmental Transfer

The City of Bloomington values the public service provided by employees. Transfer from the Fire Department to a civilian position or the Police Department shall be as follows:

Any accumulated vacation time shall be taken before transfer from the department or paid to the employee.

The employee will receive and accumulate vacation days based on one-half of the employee's respective of years of service, as applied to either the Police Department's vacation or Civil City's vacation/PTO schedule. As an example, if the employee has 20 years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Police Department or Civil City.

If the transfer is to the Police Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time may be taken during probation or the applicable period for the new position.

The employee shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

The employee shall receive no other benefit from transfer (including, but not limited to longevity or training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.

ARTICLE XXIV. Full and Complete Agreement

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal Code §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective on the date this Agreement is approved by the City Council constitutes the sole, entire and existing Agreement between the parties hereto and, effective on the date this Agreement is approved by the City Council, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal Code §2.34.

Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1st of the

last year of the contract. In the event that a new agreement is not reached before July 1st of ~~2024~~2020, then the terms and provisions of the Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.

This Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2021 ~~2017~~ through December 31, ~~2024~~2020.

BLOOMINGTON METROPOLITAN
INTERNATIONAL ASSOCIATION OF
FIRE_FIGHTERS, LOCAL 586

CITY OF BLOOMINGTON

Jordan Canada~~Bob Loviseek~~, President

John Hamilton, Mayor

Robert McWhorter, Jr.~~Joseph Radanovich~~, Vice President
Ruff, President

Stephen Volan~~Andy~~

Bloomington Common Council

SIGNED this _____ day of _____, 2020~~2017~~.

Reviewed and Approved this _____ day of _____, 2020~~2017~~.

Philippa Guthrie
Corporation Counsel
City of Bloomington



MEMO FROM COUNCIL OFFICE ON: Draft Annual Council Legislative Schedule for 2021

This packet contains a draft Annual Council Legislative Schedule for 2021. This draft Schedule has been previously distributed to councilmembers and staff members for review and feedback. Please review the material, share your suggestions with others, and be ready to discuss the draft Schedule on December 2nd. The Council Office suggests that the Council adopt its Schedule as early in December as possible to make it easier for those working with boards and commissions to resolve any room-conflicts and establish their schedules for 2021.

A brief summary of the draft Schedule and proposed changes are included below.

Legislative Cycles. The Council generally meets on the first four Wednesdays of the month for Regular Sessions and committee meetings. It also meets on Fridays about twice a month for Council Work Sessions to informally hear about upcoming legislation and other pending matters. The draft Schedule includes 22 legislative cycles (including the Budget Cycle), which are set forth in rows with five columns of dates for the following meetings and deadlines associated with each legislative cycle:

- Work Sessions;
- Deadline for submittal of ordinances and associated materials to the Council Office (and another for resolutions);
- First Regular Session;
- Committee meetings; and
- Second Regular Session.

Exceptions and Additions to the Usual – Four Wednesday – Schedule. The draft Schedule includes a number of footnotes, which, among other things, explain and elaborate on any exceptions or additions to the typical legislative cycle. Please see the draft Schedule for more detailed information.

Religious Holiday Adjustments. (See excerpts from the IU Religious Holiday Schedule) – While no adjustments have been made in this draft Schedule, the Council has often made and can make any desired scheduling adjustments for religious holidays (historically, these have included Passover, Rosh Hashanah, or Yom Kippur).

Proposed changes to draft Schedule. At the request of the Controller, this draft Schedule lists departmental budget hearings for the week of August 23-27 (a week later than the budget hearings held in 2020). This would allow the Controller’s Office more time to take local income information provided by the state in early August into account when preparing budget materials.

If the Council wishes to make these or any other changes, it may do so by motion before final adoption by the Council.

ANNUAL COUNCIL LEGISLATIVE SCHEDULE FOR 2021

(Subject to Revision by Common Council)

The Legislative Cycle. The Council’s regular sessions are held twice a month on first and third Wednesdays. A “legislative cycle” is the period between and including regular sessions, which usually spans three consecutive Wednesdays (14 days). Upon the introduction of a legislative item (typically through a "First Reading" at a regular session), the Council usually schedules it for public deliberation at a subsequent meeting.

Referral to Committee. Legislation is typically referred to one of the Council's committees, which hold meetings to consider such items on second and fourth Wednesdays. A standing committee has two legislative cycles to make recommendations on an item referred (i.e., it can hold a hearing on the second and fourth Wednesdays after referral).

A standing committee must return the item to the full Council by the second Regular Session following its referral, but may choose to return the item within a single cycle (i.e., after having held only one meeting).

Location and Time of Meetings: Unless otherwise indicated, the Council meets on the first four Wednesdays each month in the Council Chambers, Suite 115 of City Hall, at 6:30 p.m. It also meets for Work Sessions on Fridays about 12 days before the beginning of the next legislative cycle. See the first column of the chart below. When considering referred legislation, standing committee meetings start between 5:30 and 9:45 pm (BMC 2.04.255).

Work Sessions. These provide an opportunity for members to preview city initiatives, many of which are legislative items close to being

formally introduced at Council. These meetings are typically held in the Library in Suite 110 of City Hall at 12 noon. If the Library is too small for the meeting, the Council may move it to another room in City Hall and post notice on the door Suite 110 the day of the change in location. Work Sessions will be held on the dates noted below.

Deadlines for Legislation: There are typically two deadlines for submitting legislation for each cycle: one for ordinances and another for resolutions. All accompanying materials, including a summary memo must be submitted to the Council Office via email by noon on the date listed below. For the manner for submitting these materials, please inquire with the Council Office.

LEGISLATIVE CYCLE	COUNCIL WORK SESSION	DEADLINE (NOON) FOR EMAIL SUBMISSION OF ORDINANCES	DEADLINE (NOON) FOR EMAIL SUBMISSION OF RESOLUTIONS	1ST READINGS (ORDINANCES): REGULAR SESSION	ORDINANCES & RESOLUTIONS: COMMITTEE MEETINGS	2ND READINGS & RESOLUTIONS: REGULAR SESSION
		FRIDAYS	MONDAYS	MONDAYS	WEDNESDAYS	WEDNESDAYS
0				1 Jan. 6		
1	2020 Dec. 14 M	2020 Dec. 16 (W)	2020 Dec. 16 (W)	1 Jan. 13	1 Jan. 13	Jan. 20
2	Jan. 8	Jan. 11	Jan. 18	Jan. 20	Jan. 27	Feb. 3
3	Jan 22	Jan. 25	Feb. 1	Feb. 3	Feb. 10	Feb. 17
4	Feb. 5	Feb. 8	Feb. 12 (F)	Feb. 17	Feb. 24	Mar. 3
5	Feb. 19	Feb. 22	Mar. 1	Mar. 3	Mar. 10	Mar. 17
6	Mar. 5	Mar. 8	Mar. 15	Mar. 17	Mar. 24	Apr. 7
7	Mar. 19	Mar. 29	Apr. 5	Apr. 7	Apr. 14	Apr. 21
8	Apr. 9	Apr. 12	Apr. 19	Apr. 21	2 Apr. 28	May 5
9	Apr. 23	Apr. 26	May 3	May 5	May 12	May 19
10	May 7	May 10	May 17	May 19	May 26	June 2
11	May 21	May 24	May 28 (F)	3 June 2	3 June 9	3,4 June 16
<i>SUMMER RECESS (ENDING WITH REGULAR SESSION ON JULY 21) ³</i>						
12	July 9	July 12	July 19	3 July 21	3 July 28	3 Aug. 4
13	July 23	July 26	Aug. 2	Aug. 4	Aug. 11	Aug. 18
14	Aug. 6	Aug. 9	Aug. 9	5 Aug. 18	5 Aug. 18	5 Sept. 1
<i>[BUDGET WEEK – DEPARTMENTAL HEARINGS TO BE HELD – AUG 23-27]</i>						
15	Aug. 20	Aug. 23	Aug. 30	Sept. 1	Sept. 8	Sept. 15
16	Sept. 3	Sept. 3 (F)	Sept. 13	6 Sept. 15	6 Sept. 22	6 Oct. 6
17		Sept. 13	Sept. 13	7, 8 Sept. 29	7, 8 Sept. 29	8 Oct. 13
18	Sept. 24	Sept. 27	Sept. 27	6 Oct. 6	6 Oct. 6	6 Oct. 20
19	Oct. 8	Oct. 8 (F)	Oct. 18	Oct. 20	Oct. 27	Nov. 3
20	Oct. 22	Oct. 25	Nov. 1	Nov. 3	Nov. 10	Nov. 17
21	Nov. 5	Nov. 8	Nov. 8	9 Nov. 17	9 Nov. 17	9 Dec. 1
22	Nov. 19	Nov. 15	Nov. 29	Dec. 1	Dec. 8	10 Dec. 15
<i>YEAR-END RECESS ¹⁰ followed by Organization Day (Jan. 5) and First Legislative Cycle of 2022</i>						
1	Dec. 13 (M)	Dec. 15 (W)	Dec. 15 (W)	1 2022 Jan. 12	1 2022 Jan. 12	2022 Jan. 19

SEE REVERSE FOR NOTES ON SPECIAL EVENTS MARKED ABOVE

1. Organizational Meeting and First Legislative Cycle. The Council will hold its annual Organizational Meeting on Jan. 6 when, along with other matters, it elects officers and appoints members to serve on various boards and commissions. Under local code, the meeting must be held no later than the second Wednesday in January unless rescheduled by a majority of the Council. (BMC 2.04.010 and BMC 2.04.050[a, c & d]).

The Council will hold a Regular Session immediately followed by committee meetings on January 13 in order to avoid losing a legislative cycle due to the Jan. 6 Organizational Meeting.

2. Budget Hearings. The Council will hold a Budget Advance hearing in the Council Chambers at 6:00 p.m. on Tuesday, April 27.

The Council will hold Departmental Budget Hearings in the Council Chambers at 6:00 p.m. each of the four nights of the week of Aug. 23 through 27 (a.k.a. "Budget Week"). Budget Books are scheduled to be delivered to members one week before, on Monday, Aug. 16.

3. Summer Recess. BMC 2.04.050[e] calls for the Council to recess after the first Regular Session in August. At this Regular Sessions, legislation may not be introduced for First Reading.

By approving this Annual Schedule, the Council will be starting and ending the Summer Recess earlier than set forth in the BMC. The Summer Recess will begin after the first legislative cycle in June (which ends with the Regular Session of June 16) and will end with the Regular Session of July 21. Please note that this will move three legislative cycles from before to after

the Summer Recess, but will split the year into an equal number of legislative cycles.

4. Tax Abatement Report. The Council will hear Annual Tax Abatement Reports no later than this Regular Session, during Reports from the Mayor and City Offices.

5. Legislative Cycle Overlapping Budget Week. In order to avoid losing a legislative cycle because of Budget Week (see Note #2), the second legislative cycle in August will entail doubling-up a Regular Session and committee meetings on Aug. 18. That legislative cycle also includes a Work Session on Fri., Aug. 6, and a Regular Session Sept. 1.

6. Legislative Cycles Overlapping the Budget Cycle. The second legislative cycle in September and the first legislative cycle in October overlap with the Budget Cycle (see Note #8). They are intended to allow for consideration of routine, non-budget legislation during that time. Those weeks will include a Regular Session on Sept. 15, committee meetings on Sept. 22, a Regular Session and committee meetings on Oct. 6 (a first Wednesday), and a Regular Session on Oct. 20.

7. Fifth Wednesdays. The Council does not generally meet on a fifth Wednesday of the month. In 2021, there are four such Wednesdays, which occur in March, June, September, and December. According to this schedule, the Council would meet on the fifth Wednesday in September (for a Special Session and committee hearing regarding the Budget for the following year). The fifth Wednesday in

September will allow for a legislative cycle that would otherwise be lost due to the unique scheduling needs of the Budget Cycle (see Note #8).

8. Budget Cycle. After holding Departmental Budget Hearings in mid-August (see Note #2), the Council will formally consider the several items making up the City Budget for 2022 during a separate legislative cycle known as the "Budget Cycle," starting in late September and ending in mid-October. In keeping with the Wednesday meeting schedule, this Budget Cycle starts with a Special Session and Committee of the Whole on the fifth Wednesday in September and ends with a Special Session on the second Wednesday in October.

Please note that the statutorily required initial public hearings associated with the City Budget package will be held during the aforementioned committee hearing, and the official adoption meeting will be held at Second Reading during the Special Budget Session in October.

9. Thanksgiving Week. The Council will not meet on the Wednesday before Thanksgiving per BMC 2.04.050[f]. In order to hold a full complement of Wednesday meetings during the two legislative cycles in November, this schedule doubles-up a Regular Session and committee meetings on Nov. 17.

10. Year-End Recess. BMC 2.04.050[g] calls for the Council to recess after the second Regular Session in December. At this session, legislation may not be introduced for First Reading.

Additional Notes on the Council's Annual Legislative Schedule

Note: If additional meetings are scheduled, or if the date, time or place of a scheduled meeting changes, additional public notice will be posted. By adoption of this schedule, the Council gives staff the authority to correct typographical errors and align the narrative and notes to mesh with changes made in the course of and after Council approval of this schedule. These changes will not alter the date, time, or place of any meeting approved by the Council upon schedule adoption.

Special Note related to the ongoing public health emergency: As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- allowing members of the Council or its committees to participate in meetings electronically;
- posting notices and agendas for meetings solely by electronic means;
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);
- encouraging the public to watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to council@bloomington.in.gov).

The Council has been meeting via Zoom during the public health emergency. These virtual meetings are accessible to the public via links provided in advance of each meeting. Please check <https://bloomington.in.gov/council> for the most up-to-date information about how the public can access Council meetings during the public health emergency.

For background and more information, consult Chapter 2.04 of the Bloomington Municipal Code, visit the Council website at bloomington.in.gov/council, or contact the Council office at 812-349-3409 | council@bloomington.in.gov.

Palm Sunday	Eastern Orthodox	April 12	Sunday
Passover (Pesach), concluding days	Jewish	Apr. 15-16*	Wed.-Thursday
Holy Friday	Eastern Orthodox	April 17	Friday
Pascha	<u>Eastern Orthodox</u>	April 19	Sunday
Ridvan Festival, 1st of 12 days	Baha'í	Apr. 21*	Tuesday
Beginning of Ramadan	Islamic	April 24*#	Friday
9th Day of Ridvan	Bahá'í	Apr. 29*	Wednesday
12th Day of Ridvan	Bahá'í	May 2*	Saturday

*Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date.

#All dates are from Fiqh Council of North America (FCNA) and European Council for Fatwa and Research (ECFR) adopted Islamic Calendar. For events based on sightability of the moon in North America, those denoted with "#" will be the next day from these dates.

2020

Summer Sessions

Declaration of the Báb	Bahá'í	May 23*	Saturday
Eid-al-Fitr (Eid-ul-Fitr) (first day of Shawwal)	Islamic	May 24*	Sunday
Ascension of Bahá'u'lláh	Bahá'í	May 29*	Friday
Shavuot (Feast of Weeks)	Jewish	May 29-30*	Fri.-Saturday
Summer Solstice (EDT)		June 20	Saturday
Martyrdom of the Báb	Bahá'í	July 9*	Thursday
Eid-al-Adha	Islamic	July 31*	Friday

*Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date.

#All dates are from Fiqh Council of North America (FCNA) and European Council for Fatwa and Research (ECFR) adopted Islamic Calendar. For events based on sightability of the moon in North America, those denoted with "#" will be the next day from these dates.

2020–2021

1st Semester

Al-Hijra (Muharram) (New Year)	Islamic	Aug. 20*#	Thursday
Aashura (10th day of Muharram)	Islamic	Aug. 29*#	Saturday
Rosh Hashanah [New Year]	<u>Jewish</u>	Sept. 19-20*	Sat.-Sunday
Autumn Equinox (EDT)	<u>Equinox / Solstice</u>	Sept. 22	Tuesday
Yom Kippur [Day of Atonement]	Jewish	Sept. 28*	Monday
Sukkot [Feast of Tabernacles]	Jewish	Oct. 3-4*	Sat.-Sunday
Shemini Atzeret & Simchat Torah	Jewish	Oct. 10-11*	Sat.-Sunday
Birth of the Báb	Bahá'í	Oct. 20*	Tuesday
Mawlid-al-Nabi (Muhammed's birthday)	Islamic	Oct. 29*	Thursday
Birth of Bahá'u'lláh	Bahá'í	Nov. 12*	Thursday
Day of the Covenant	Bahá'í	Nov. 26*	Thursday

Ascension of 'Abdu'l-Bahá	Bahá'í	Nov. 28*	Saturday
Bodhi Day (Rohatsu)	Buddhist	Dec. 8	Tuesday
Hanukkah (Chanukah) [8-day Feast]	Jewish	Dec. 11-18*	Fri.-Friday
Winter Solstice (EST)		Dec. 21	Monday
Christmas	Western Christian	Dec. 25	Friday
Kwanzaa	Interfaith / African-American	Dec. 26-Jan. 1	Sat. - Friday

**Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date.*

#All dates are from Fiqh Council of North America (FCNA) and European Council for Fatwa and Research (ECFR) adopted Islamic Calendar. For events based on sightability of the moon in North America, those denoted with “#” will be the next day from these dates.

2020–2021

2nd Semester

Gantan-sai (New Year)	Shinto	Jan. 1	Friday
Feast of the Nativity	Eastern Orthodox	Jan. 7	Thursday
Asian Lunar New Year [Year of the Ox] (Based on the Gregorian calendar)	Click here Click here Click here Click here	Feb. 12	Friday
Purim	Jewish	Feb. 26*	Friday
Vernal Equinox (EDT)		March 20	Saturday
Naw-Rúz (Bahá'í New Year)	Bahá'í	March 21*	Sunday
Passover (Pesach), 1st two days	Jewish	March 28-29*	Sun.-Monday
Palm Sunday	Western Christian	March 29	Sunday
Good Friday	Western Christian	April 2	Friday
Passover (Pesach), concluding days	Jewish	Apr. 3-4*	Sat.-Sunday
Easter	Western Christian	April 4	Sunday
Beginning of Ramadan	Islamic	April 13*#	Tuesday
Ridvan Festival, 1st of 12 days	Baha'í	Apr. 21*	Wednesday
Palm Sunday	Eastern Orthodox	April 25	Sunday
9th Day of Ridvan	Bahá'í	Apr. 29*	Thursday
Holy Friday	Eastern Orthodox	April 30	Friday
Pascha	Eastern Orthodox	May 2	Sunday
12th Day of Ridvan	Bahá'í	May 2*	Sunday

**Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date.*

#All dates are from Fiqh Council of North America (FCNA) and European Council for Fatwa and Research (ECFR) adopted Islamic Calendar. For events based on sightability of the moon in North America, those denoted with “#” will be the next day from these dates.

2021

Summer Sessions

Eid-al-Fitr (Eid-ul-Fitr) (first day of Shawwal)	Islamic	May 13*	Thursday
Shavuot (Feast of Weeks)	Jewish	May 17-18*	Mon.-Tuesday
Declaration of the Báb	Bahá'í	May 23*	Sunday
Ascension of Bahá'u'lláh	Bahá'í	May 29*	Saturday
Summer Solstice (EDT)		June 21	Monday
Martyrdom of the Báb	Bahá'í	July 9*	Friday

*Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date.

#All dates are from Fiqh Council of North America (FCNA) and European Council for Fatwa and Research (ECFR) adopted Islamic Calendar. For events based on sightability of the moon in North America, those denoted with “#” will be the next day from these dates.

2021–2022

1st Semester

Al-Hijra (Muharram) (New Year)	<u>Islamic</u>	Aug. 9*	Monday
Aashura (10th day of Muharram)	Islamic	Aug. 18*	Wednesday
Rosh Hashanah [New Year]	<u>Jewish</u>	Sept. 7-8*	Tues.-Wed.
Yom Kippur [Day of Atonement]	Jewish	Sept. 16*	Thursday
Sukkot [Feast of Tabernacles]	Jewish	Sept. 21-22*	Tues.-Wed.
Autumn Equinox (EDT)	<u>Equinox / Solstice</u>	Sept. 22	Wednesday
Shemini Atzeret & Simchat Torah	Jewish	Sept. 28-29*	Tues.-Wed.
Mawlid-al-Nabi (Muhammed's birthday) (12 th day of Rabi-al-Awwal)	Islamic	Oct. 18*	Monday
Birth of the Báb	Bahá'í	Oct. 20*	Wednesday
Birth of Bahá'u'lláh	Bahá'í	Nov. 12*	Friday
Day of the Covenant	Bahá'í	Nov. 26*	Friday
Ascension of 'Abdu'l-Bahá	Bahá'í	Nov. 28*	Sunday
Hanukkah (Chanukah) [8-day Feast]	<u>Jewish</u>	Nov. 29-Dec. 6*	Mon.-Monday
Bodhi Day (Rohatsu)	<u>Buddhist</u>	Dec. 8	Wednesday
Winter Solstice (EST)		Dec. 21	Tuesday
Christmas	Western Christian	Dec. 25	Saturday
Kwanzaa	<u>Interfaith / African-American</u>	Dec. 26-Jan. 1	Sun. - Saturday

*Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date. Islamic dates are based on criteria adopted by the Fiqh Council of North America (FCNA).

2021–2022

2nd Semester

Gantan-sai (New Year)	<u>Shinto</u>	Jan. 1	Saturday
Feast of the Nativity	<u>Eastern Orthodox</u>	Jan. 7	Friday
Asian Lunar New Year [Year of the Tiger] (Based on the Gregorian calendar)	Click here Click here Click here Click here	Feb. 1	Tuesday
Purim	Jewish	March 17*	Thursday
Vernal Equinox (EDT)		March 20	Sunday
Naw-Rúz (Bahá'í New Year)	Bahá'í	March 21*	Monday
Beginning of Ramadan	Islamic	April 2*	Saturday
Palm Sunday	Western Christian	April 10	Sunday
Good Friday	Western Christian	April 15	Friday
Passover (Pesach), 1st two days	Jewish	April 16-17*	Sat.-Sunday
Easter	<u>Western Christian</u>	April 17	Sunday
Palm Sunday	Eastern Orthodox	April 17	Sunday
Ridvan Festival, 1st of 12 days	Baha'í	Apr. 21*	Thursday
Holy Friday	Eastern Orthodox	April 22	Friday
Passover (Pesach), concluding days	Jewish	April 22-23*	Fri.-Saturday
Pascha	<u>Eastern Orthodox</u>	April 24	Sunday
9th Day of Ridvan	Bahá'í	Apr. 29*	Friday
12th Day of Ridvan	Bahá'í	May 2*	Monday
Eid-al-Fitr (Eid-ul-Fitr) (first day of Shawwal)	Islamic	May 2*	Monday

**Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date. Islamic dates are based on criteria adopted by the Fiqh Council of North America (FCNA).*

2022

Summer Sessions

Declaration of the Báb	Bahá'í	May 23*	Monday
Ascension of Bahá'u'lláh	Bahá'í	May 29*	Sunday
Shavuot (Feast of Weeks)	Jewish	June 5-6*	Sun.-Monday
Summer Solstice (EDT)		June 21	Tuesday
Martyrdom of the Báb	Bahá'í	July 9*	Saturday

**Holy days start at sundown on evening preceding first day and end at sundown or nightfall of concluding date. Islamic dates are based on criteria adopted by the Fiqh Council of North America (FCNA).*

2022–2023

1st Semester

Al-Hijra (Muharram) (New Year)	<u>Islamic</u>	July 29*	Friday
Aashura (10th day of Muharram)	Islamic	Aug. 7*	Sunday
Autumn Equinox (EDT)	<u>Equinox / Solstice</u>	Sept. 22	Thursday